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The Solicitors' Journal

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The Solicitors' Journal

(ESTABLISHED 1857.)

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Current Topics.

Mr. Justice Maugham's Legal Ancestry.

BESIDES HIS personal distinction as a persuasive and learned advocate, Mr. Justice MAUGHAM has traditional claims to the respect and admiration of the legal profession, and particularly to the solicitor branch of it. The new judge's grandfather, Mr. ROBERT MAUGHAM, was one of the founders, and for the long period of thirty-five years the secretary, of the Law Society, which, on his death in 1862, recorded their deep appreciation of "his indefatigable industry, his conscientious and well-directed zeal, his good sense and sound judgment, and his uniform courtesy and kindness of heart." Not only, however, by his work as secretary of the Law Society, but by his pen, did Mr. MAUGHAM merit and obtain the regard of his fellow practitioners. To him we owe the first complete treatise on the "Law of Attornies, Solicitors and Agents; with Notes and Disquisitions," which he published in 1825. In the preface to that work he laments the absence in London at that date of those facilities such as college or hall, library or society, which are so essential for the efficient study of the law and those subjects which are necessary for the complete equipment of the practitioner who aspires to a position higher than that of the mere mechanic. Probably by these paragraphs in Mr. MAUGHAM'S preface was given the impulse which a few years later ripened into the institution of which he was to be for so many years the honoured secretary. In another direction, too, Mr. MAUGHAM was active with his pen. In 1830 he founded and edited the *Legal Observer* or *Journal of Jurisprudence*, which he conducted with great literary skill and energy. For several years before its demise in 1856 it bore the name of the *Legal Observer and Solicitors' Journal*, and in a sense Mr. MAUGHAM'S work in legal journalism became merged in, and was continued by, the present publication, the first number of which appeared on 3rd January, 1857. We can thus claim a kind of personal association with Mr. ROBERT MAUGHAM. Of him, a portrait from the brush of H. W. PICKERSGILL, R.A., was presented to the Law Society by his widow shortly after his death. His son, Mr. R. O. MAUGHAM—the father of the new judge—was also for many years a solicitor, and in this capacity acted for the British Embassy in Paris, where he spent a considerable part of his professional life. From his grandfather and father we thus see that Mr. Justice MAUGHAM inherits not a little of that capacity for the study and practice of the law which has now fittingly been recognised by his appointment to the Bench.

A Novel Institution.

ATTENTION MAY be drawn to a startling innovation contained in cl. 4 of the Rating and Valuation Bill which has now passed the Committee Stage in the Lords. That clause, in effect, provides that the Minister of Health may obtain decisions on doubtful points of law arising in the application of the Bill by submitting the question to the High Court for its opinion. The provision was the subject of an illuminating debate in the Lords during the Committee Stage of the Bill on Thursday of last week. Lord MERRIVALE did not hesitate to describe the provision as "mischievous," in that it would tend to place the Judiciary in an ancillary and advisory capacity to the Executive. He expressed grave doubts whether any judge whose opinion was worth having would consent to be a party to a system of obtaining opinions in advance of litigation by a process such as the Rating and Valuation Bill, cl. 4, proposes to make possible. Lord HALDANE, after emphasising the novelty of the proposition, urged the Government not to press a clause to which there was a great deal of repugnance in the Lords and among experienced lawyers elsewhere. It was, perhaps, Lord ATKIN that advanced the most powerful arguments against the clause: powerful because they relate to the difficulties that must inevitably arise in the practical application of the clause. How are the costs of such an application to be borne? And particularly what guarantee is there that the judge in a case of this character will not be deprived of his most powerful ally in the efficient administration of our law—namely, the assistance of counsel in the development and presentation of conflicting points of view? Clause 4 is obviously one which requires further very careful consideration when the Bill is before the Commons.

Conflict of Judicial Opinion.

A SOMEWHAT awkward situation has arisen by reason of the decision of the Court of Appeal in *Hardie & Lane* v. *Chilton*, *Times*, 4th April, 1928, and the comments which were made by Lord Justice SCRUTTON in that case on *R.* v. *Denyer*, 1926, 2 K.B. 258.

The Court of Criminal Appeal held in the latter case that the offence of demanding money with menaces and without reasonable or probable cause would be committed if a person acting on behalf of a trade association threatened to put another on its stop list on account of a violation of the rules of the association unless a fine was paid, even though the association might have the legal right to put that person's name on the stop list, the Lord Chief Justice observing in that case that "there is not the remotest nexus of relationship between the right to put the name of (a person) upon the stop list, and a right to demand from him a sum of money, as the price of abstaining from that course" (*ib.*, at p. 268). Doubts have been felt in many quarters since the decision of *R.* v. *Denyer* as to the soundness of the ruling given by the Court of Criminal Appeal in that case, and when the case of *Hardie & Lane* v. *Chilton*, *supra*, came before the Court of Appeal, Lord Justice SCRUTTON expressly disapproved of that ruling, the substance of the Lord Justice's argument being that the language of s. 29 (1) of the Larceny Act, 1916, shows that one may demand a valuable thing with menaces, without committing any offence, if the demand is made with reasonable and probable cause, and that there must be the most obvious reasonable and probable cause where one has a legal right to do the act which one threatens to do.

On the 24th April, 1928, Lord HEWART, in the Court of Criminal Appeal, made a statement to the effect that inasmuch as the House of Lords was the only competent tribunal to reverse the decisions of the Court of Criminal Appeal, that court would, notwithstanding *Hardie & Lane* v. *Chilton*, still follow its own ruling in *R.* v *Denyer*.

One might even go further and say that not only for the purposes of the administration of the criminal law, but also for all purposes and in all courts, decisions by the Court of Criminal Appeal declaring rules of criminal law should be respected and applied so far as and until such rules are declared not to be the law by the ultimate Appeal Court, the House of Lords. It is only by the observance of such a course that such unfortunate situations as that referred to can in the future be avoided.

It is to be hoped that the House of Lords will have an opportuni y to consider the position on an appeal in *Hardie and Lane* v. *Chilton*.

Hotels and Divorce Evidence.

HOTEL EVIDENCE in divorce cases seems to be at the moment very much in the judicial limelight, and attention might be drawn to the warning given by Mr. Justice BATESON, in *Howell* v. *Howell*. In that case it appeared that a hotel manager had refused to allow an enquiry agent to interview a chambermaid, and, in commenting thereon, Mr. Justice BATESON observed that hotels, in refusing to give such facilities to persons legitimately interested in divorce proceedings, might find themselves in a quandary if a party to the proceedings were to subpœna the whole of the staff in order to ascertain which member thereof was the right person to give the required evidence, with the result therefore that the whole, or at any rate a large majority of the staff, would be withdrawn from their duties. Hotels have, no doubt, reason to complain of the fact that they are made unwilling parties, as it were, to divorce proceedings, but the extreme caution with which it has now become the practice of the courts to receive such evidence, and the suspicion with which such evidence is generally received must, it seems, have the tendency of making such places less likely resorts for persons who might be contemplating to supply the other side with the necessary evidence. Indeed, there have been cases where the court has refused to draw the inference from such evidence that adultery was committed.

A propos of hotel evidence, it might be as well to refer to another ruling which was given by Mr. Justice BATESON comparatively recently (cf. *Times*, 15th Nov., 1927 ; 71 SOL. J. 902) with regard to the manner of proving such evidence. Previously thereto if it was necessary to prove an entry in a hotel register, the practice was to subpœna in addition to the chambermaid or other person who was to give evidence as to the occupation of a bedroom by the respondent and co-respondent, the manager or some other official to produce the register. Costs were in this way unnecessarily incurred, since in many cases the register could just as well have been produced by the chambermaid, if the necessary authority was given to her by the management. Mr. Justice BATESON accordingly drew attention to this point, and stated that a party who in such circumstances called two witnesses, where the evidence of one would have been sufficient, ran the risk of having the costs of the unnecessary witness disallowed on taxation.

What will the Auditor say?

IN THE case of *Simmons* v. *Wandsworth Borough Council*, *Times*, 24th inst., the widow of a man killed during the general strike while being driven by a volunteer recruited by the Mayor of Wandsworth, sued the borough council for damages. The judge made it clear that there was no legal responsibility on the borough council, but said there was a moral one, and he asked "whether something could not be done." Counsel thereupon conferred, and, on returning into court, counsel for the borough council said that "the moment his lordship expressed the view that there was a moral duty on the part of the borough council, he was instructed that the council was prepared to shoulder that responsibility." This is no doubt ethically sound, but public money can be spent only on objects designated by the law, and the auditor may find himself in a difficulty when he comes to deal with a payment made in such circumstances.

Perpetuities and Uncertainties.

IN *Re W. J. Villar*, reported in *The Times* of 19th April, ASTBURY, J., had to consider the effect of the retardation of vesting under a will until the expiration of twenty years from the day of the death of the last survivor of all the lineal descendants of her late Majesty QUEEN VICTORIA who would be living at the date of the death of the testator. The will was made in 1921, twenty years, therefore, after QUEEN VICTORIA'S death, and the testator died in 1926. Mr. A. T. BUTLER, Portcullis Pursuivant of Arms, made affidavit that there were 120 descendants of QUEEN VICTORIA living in 1920, resident in Germany, Russia, Sweden, Denmark, Norway, Spain, Greece, Yugo-Slavia and Rumania, as well as the United Kingdom. It does not appear why he did not also include Holland, where the ex-Kaiser lives. The question was whether the difficulty of ascertaining and tracing the persons in question, rendered the subsequent limitations void for uncertainty, for, given that they could all be traced, the law of perpetuities would not appear to be violated. ASTBURY, J., after quoting *Thellusson* v. *Woodward*, 1805, 11 Ves. 112, reluctantly held that, in view of the practice of conveyancers in making use of such a limitation, he could not hold it void, though otherwise he would have been glad to do so. In the report, it does not appear that *re Moore ; Prior* v. *Moore*, 1901, 1 Ch. 936, was quoted. In that case JOYCE, J., held, in a very short judgment, that a limitation "for the longest period allowed by law, that is to say, until the period of twenty-one years from the death of the last survivor of all persons who shall be living at my death," was void for uncertainty, without considering the effect of the rule as to perpetuities. It was of course, held nearly 200 years ago by Lord HARDWICKE, that the "life or lives in being," need not be those, either of the persons benefited or of any one else concerned, see *Hopkins* v. *Hopkins*, 1738, 1 Atk. 581. Starting from this datum line, conveyancers of a generation ago chose the descendants of QUEEN VICTORIA as persons both numerous and in high position, and therefore, easily ascertainable. They assuredly could not have foreseen the uncertainties involved in the tragedy of the late Czar and his family, and what may colloquially be termed the "slump" in German royalty. The old limitation would more wisely have been avoided after the war, and certainly should not have indefinite tolerance. In *The Times* of 23rd April, Mr. CYPRIAN WILLIAMS makes an hereditary protest against the indulgence of the present law to persons who wish to tie up their property unreasonably, and his letter is well worth the attention of the legislature.

Reduction of Charges at Petty Sessions.

CHAIRMEN OF County Quarter Sessions are following the example of assize judges in explaining the proper use of the Criminal Justice Act, 1925, s. 24. The Hon. Sir REGINALD COVENTRY, K.C., in charging the Grand Jury at Worcester, suggested that magistrates should send for trial certain young offenders who are now dealt with summarily, as the above section is not obligatory but permissive. It was advisable to carry out the ceremony of binding over in a Sessions or Assize Court rather than in a police court. The latter did not impress a young man, but standing in the dock at Sessions or Assizes—an object of curiosity to an unfamiliar assembly—the accused gained an experience which left an impression for the rest of his life. Mr. H. ST. JOHN RAIKES, K.C., in dealing with a prisoner who had pleaded guilty at Derby, remarked that he might have been charged with larceny instead of the

less serious offence of being found by night on enclosed premises with intent to commit a felony. Counsel explained that the prisoner was known to be willing to plead guilty to the latter, and the prosecution would have accepted that plea (subject to the approval of the court), even if he had also been charged with stealing. The Chairman remarked that if the evidence disclosed a certain crime the magistrates should not commit for trial on a different charge. He appreciated the magistrates' desire to deal leniently with a man of previous good character, but it was always open to them to attend the Quarter Sessions and draw the attention of the rest of the bench to the mitigating circumstances. A striking example of a reduced charge occurred recently at Manchester, where the stipendiary concurred in an agreement between the prosecutor and the accused, whereby less anxiety was caused to the prosecutor. A plea of guilty was therefore accepted to a charge of obtaining £6 by false pretences, and the original charge of blackmail was not proceeded with. The stipendiary said that the prisoner's conduct caused interference with the course of justice, and imposed great mental torture on persons in the position of the prosecutor. Sentence of four months' imprisonment was passed.

Joy Riding.

With the steady increase in the taking of motor-cars, not with intent permanently to deprive their owners of them, but for that of careering round the country and then abandoning them, some addition to our criminal law is becoming urgent. The trouble does not always stop with the great inconvenience to the owners of being deprived of a means of locomotion without warning, and their, perhaps, being stranded at awkward hours; the joy-riders not infrequently do considerable damage, sometimes even getting into collision and having a real smash. The remedy is patent. It should be an offence to steal the use of a thing, as in Roman law it was. Only the rather cast-iron notions of our early judges prevented a similar development of our own Common Law. Perhaps the Parliament which is finding time to extend the suffrage to the youth of one sex will find a little to curb the vagaries of the youth of the other sex. The joy-rider in his own car is a sufficient danger; the joy-rider in a car lifted for the occasion is a double nuisance.

The Closing of Public Footpaths.

An unusual trial by jury took place at the last Derbyshire Quarter Sessions, by reason of an objection to the proposed diversion of a public footpath from Priestcliffe to the Millers Dale-road. The Staveley Iron and Coal Co., Ltd., contended that as a result they would lose the benefit of quarrying about 60,000 tons of limestone which had been bought for future use. The Buxton Lime Firms, Ltd., who also desired to quarry extensively, supported the district council in the proposed diversion. The jury found in favour of the objectors, and the chairman expressed the hope that it would be a way to peace, as he believed the companies were on friendly terms. The above proceedings took place under the Highway Act, 1835, but footpaths may now be closed under the Housing Act, 1925, Pt. II. Section 39 provides that, on a scheme being prepared, the local authority shall publish in a newspaper an address within the area at which a copy of the scheme may be seen. The only notices to be served are those upon the owners and occupiers of lands proposed to be taken compulsorily. Under s. 40 a petition for a confirmation order must be presented to the Minister of Health, but it is optional for him to order a local enquiry. The order of confirmation by the Minister takes effect as if enacted in the last-named Act. Vigilant search is therefore required on the publication of a scheme, as in the multifarious details of the plans the incidental closing of a footpath may be overlooked. Section 44, however, provides some protection, as the Minister "may permit the local authority to modify any part of the scheme . . . which it may appear inexpedient to carry into execution . . ."

Ill-health as a Factor in Crime.

In a recent case before Judge Atherley-Jones at the Central Criminal Court an appeal for leniency was made for the late Mayor of Ramsgate, who was convicted of an act of gross indecency, on the ground that certain physical conditions had affected his conduct; medical evidence was forthcoming that these conditions might have affected his mind to the commission of his offences. This may or may not be, though, speaking generally, insufficient regard is had to diseased conditions in elderly men which may so affect them; but what is a little surprising is to read the judge reported as having said that "a diseased condition of the mind or body was not recognised by the law as releasing a man from the penal obligation for the commission of crime." Disease of the mind, within the limits of the answers in *McNaghten's Case*, is an absolute defence, and the Probation Act, 1907, gives power to courts dealing with offenders found guilty to let them off without punishment if, having regard to their "health or mental condition," the court thinks proper. Health and mental condition occur with "character, antecedents and age," and while these, especially the first two, are constantly given their full weight, it is not uncommon for health or mental condition to be overlooked, although each expression is a ground in itself for the exercise of leniency. No doubt the learned judge was right in imposing sentence of imprisonment in the particular case before him, but it is unfortunate that there should go forth a general mis-statement of the law with the weight attaching to a carefully considered judicial pronouncement. It is difficult to get petty sessional courts into line upon recent legislation, and misunderstandings of judicial utterances are a frequent cause of their errors.

Illegal Commission.

A remark made by Mr. Justice Branson at the Leeds Assizes with regard to the practice of the giving and receiving of "commission" on goods sold to the agents or servants of the principals to the transaction, brings forward the question how many people engaged in business have any knowledge that the giving and receipt of such commission may be, and indeed very often is, a criminal offence. Although not material in this particular case, which was to recover the price of a piano alleged to have been sold by the plaintiff firm to the proprietors of a picture house, the question of the offer of commission by the vendors to the agents of the theatre if a sale were to be effected, did arise during the hearing, and at the conclusion of his judgment, the learned judge said that from whichever party the suggestion of commission on this sale had arisen, that person had by such a suggestion committed a criminal offence. The authority for this statement is the Prevention of Corruption Act, 1906, by which, "if any agent corruptly accepts or obtains, or agrees to accept, or attempts to obtain . . . any gift or consideration as an inducement or reward for doing or forbearing to do . . . any act in relation to his principal's affairs or business . . . he commits a misdemeanour . . . " The same applies to any person giving or offering such a reward to an agent. Thus, every time a garage proprietor says to a chauffeur, "Well, if you persuade your master to buy this car (or to bring his repair work here) there will be a five pound note for you," he is committing an offence under the Act, as is the chauffeur if he agrees or makes the proposal himself. This does not, of course, apply to commission given by a principal to his own agent for work done or goods bought or sold, but only to cases where a reward is to be given by one party to a transaction to the servant or agent of the other party. There must be "corruption" in order that the Act shall operate, and where an agent pledges his master's credit or carries out his affairs in a certain way for a secret reward, he cannot be doing so *bona fide*, and both he and his secret paymaster are liable under the Act to imprisonment for two years, or to fines not exceeding £500, or to both.

Rules under the Landlord & Tenant Act, 1927: Some Difficulties.

YET another difficulty appears to have arisen in the operation in practice of the Landlord and Tenant Act, 1927, though this time it is occasioned by the Rules.

The commencement of the Act itself created a difficulty. The day on which the Act commenced happened to be a Sunday, so that that day was the only day on which claims for compensation for goodwill or a new lease in lieu thereof could have been served for the purpose of tenancies expiring on the 25th March, 1929, with the result that out of the three forms of service prescribed by s. 23 of the Act, viz., personal service, service by leaving the notice at the landlord's premises, and service by registered post, only the first two were available to the tenant.

This difficulty, however, does not seem to be quite so bad as that created by r. 5 (4) of the County Courts Rules, which requires to be read with s. 5 (1) and (2) of the Act. Under s. 5 (1), if a tenant desires to claim a new lease in lieu of compensation for goodwill, he must serve a notice on his landlord requiring a new lease within the period allowed for making a claim for compensation (cf. s. 4 (1)). He must therefore make a claim for a new lease in the case of a tenancy terminated by notice within one month after the service of the notice on him, and in any other cases not more than thirty-six nor less than twelve months before the termination of the tenancy. This is the first step. The next step he is required to take is to make an application to the court, and by s. 5 (2) of the Act this application is to be made (1) not less than nine months before the termination of the tenancy, or (2) where the tenancy is terminated by a notice within two months after the service of the notice. It is not quite clear whether the expression "notice" means the notice requiring a new lease, or the notice terminating the tenancy, but, whatever the meaning of "notice," it does not affect the point under consideration. Assuming, however, that by "notice" is meant the notice terminating the tenancy, the tenant, where the tenancy is terminated by notice, will have only one month thereafter within which to make his claim for a new lease, and two months in which to apply to the court under s. 5 (2) of that Act.

Now under r. 5 (4) of the County Court Rules it is provided that "no proceedings shall be commenced until the expiration of two months from the date whereon the plaintiff shall have served on the defendants his claim for compensation." These latter words, "claim for compensation," however, should be carefully noted since therein may lie the solution of the difficulty.

If r. 5 (4) of the County Court Rules is regarded as applying to claims for new leases as well, then it is quite obvious that this rule will in some cases be unworkable in practice. The following example will make this point clear: Assume that notice to quit is served on the 1st March. Under s. 5 (2) of the Act the lessee must apply to the court for a new lease, i.e., commence proceedings within two months after the service of the notice, i.e., at any time before the 1st May, but not later. Under r. 5 (4), however, he is not allowed to take proceedings before the expiry of two months from the service of the notice, i.e., before the 1st May. The combined effect, therefore, of r. 5 (4) and s. 5 (2) of the Act is that there can be, taking a liberal construction of the above provisions for the purpose of computing time, one day only on which the proceedings can possibly be commenced. It may, of course, be said that the rule conflicts with the Act, in which case the rule must be regarded as being *ultra vires*.

It is submitted, however, that this rule must be regarded as applying only to claims for compensation for improvements or for goodwill and not to claims for a new lease. It will be observed that r. 5 (4) states that no proceedings shall be commenced until after the expiry of two months from the date of the service of the claim for compensation, and where a "new lease" is claimed it is submitted that there is no claim "for compensation," notwithstanding that the foundation of the right to a new lease is based on a right to compensation, since every right to a new lease must also necessarily involve therein a right to compensation for goodwill, though other essential conditions must be satisfied in order to claim a "new lease."

It would, therefore, appear that the above construction of r. 5 (4) of the County Court Rules is the proper one, and that if that is so, then the rule is workable.

We would like also to refer to certain other difficulties in connexion with the Supreme Court Rules which, however, may be more apparent than real.

In these rules no distinction is drawn, as in the County Court Rules, between the various matters arising under the Act, and the same procedure is applicable in every case. It will be noted that in the county court some matters must be commenced by action, i.e., by plaint and ordinary summons, while others must be commenced by summons in a somewhat similar way to a summons for apportionment, etc., under the Rent Acts. If the High Court Rules are examined it will be observed that no clear distinction is drawn between the functions of the master and the judge, and that there is only one rule in which the expression master is to be found, viz., r. 3, which refers to applications being made to the master for a transfer from the county court. Elsewhere, throughout the rules, the references are to the "judge."

It may be, of course, that the expression "judge" will include the "master," and it will be remembered that under Ord. 54, r. 12, of the R.S.C., it is expressly provided that the master is to have the same jurisdiction as the judge, as under the Judicature Act or the rules may be transacted by a judge in chambers, subject to certain stated exceptions.

Under the Supreme Court (Landlord and Tenant) Rules, it should be noted that the greater part of the procedure will be in chambers, and it would seem that the hearing, before the judge, itself may take place in chambers, although the judge must, before finally determining the matter, adjourn it to be heard and determined by him in court (r. 16).

It would seem that all the interlocutory work in respect of matters arising under the Landlord and Tenant Act, 1927, till the return of the summons before the judge will come in the first instance before the master, from whom, of course, an appeal will lie to the judge, but that after the return of the summons before the judge, the judge alone will have original jurisdiction; and it will be the judge and the judge only who will have the power of determining whether or not the matter should be referred to a referee for inquiry and report, such determination being made on the hearing of the summons.

The Lighting of Road Vehicles.

UPON 22nd April, coincident with the date of the coming into effect of "summer time," there came into operation the Road Transport Lighting Act, 1927, which amends and consolidates the law relating to the lights to be carried after dark by every kind of vehicle using the roads. Hitherto lights on motor-cars and road locomotives, have been regulated by the Locomotives on Highways Act, 1896, and the Locomotives Act, 1898. The obligation to carry a lamp or lamps was extended to all other vehicles except bicycles by the Lights on Vehicles Act, 1907, while bicycles and tricycles continued to be governed by s. 85 of the Local Government Act, 1888. During the war a number of regulations enforcing some lamps and prohibiting other kinds were made under the Defence of the Realm Acts. The new Act repeals all lighting regulations contained in any previous Act, including the whole of the Lights on Vehicles Act, 1907, under which borough councils

and county councils were given power to make orders exempting certain classes of vehicles from the provisions of the Act. By s. 11 of the new Act all such powers, and all regulations and bye-laws made under them, are abolished and rescinded, and in future, subject to any special regulations to be made by the Minister of Transport, the law dealing with the lighting of vehicles of all classes will be the same all over the country. By s. 1, every vehicle on the road is to carry during the "hours of darkness" two lamps showing a white light visible from the front, and one showing a red light visible from the rear, and it is the duty of any person who causes or permits the vehicle to be on the road to provide such lamps. By sub-s. (2) the Minister may make regulations exempting either wholly or partially (1) vehicles carrying inflammable goods; (2) parked vehicles; and (3) vehicles drawn by hand; and by sub-s. (3) regulations may be made to permit distinctive lamps to be carried by public service vehicles, and those used for naval, military, air force or police purposes. By sub-s. (4) the "hours of darkness" are defined as meaning the interval during the period of summer time between one hour after sunset and one hour before sunrise, and during the remainder of the year between half an hour after sunset and half an hour before sunrise. By s. 2, no red light may be shown, except to the rear, but lamps may be used for internal illumination or lighting number plates or taximeters or other devices. By s. 3 the Minister is empowered to make regulations as to the height, width and range of illumination of the beams of light shown by lamps, and thus will be enabled at some future time to deal effectively and upon scientific principles with the "dazzle" problem. It is to be hoped that such regulations will be as short and as simple as possible. There should be an upper and a lower limit to the power and range of motor-car lamps, for accidents may be and are caused not only by the dazzling beams of the high-powered car, but also by the very inferior oil lamps, often carried on slow but heavy lorries and vans. By s. 4, dipping head-lights, which presumably (subject to s. 9) includes the use of dipping reflectors, may be used, but except as provided by regulations, no other form of swivelling or deflecting light such as "spot lights." Section 5 deals with bicycles, including motor-bicycles, and its effect is briefly as follows: Motor-bicycles with sidecars attached are treated as motor-cars, and must carry two front lights and one red one. Solo motor-cycles need only carry one front white light and a red lamp in the rear. Ordinary pedal bicycles or tricycles, while being ridden after dark, must carry one front light and either a red lamp or an efficient red reflector visible from the rear. A point arises here which will no doubt be dealt with by regulation. There are many bicycle lamps in use burning acetylene gas, which are so constructed as to exhibit a white light in front and a red light to the rear, and it is submitted that if the lamp is so carried as to be visible without obstruction from the rear, i.e., on the front fork of the machine, the one lamp will comply with the law without the necessity of carrying a separate red lamp or reflector. Section 6 applies certain modifications to horse-drawn vehicles, and under it the front lamps used may show a red light to the rear, and this will be sufficient if the vehicle is not more than six feet long behind the lamps. In the case of agricultural vehicles and implements in charge of persons engaged in agriculture a single lamp showing a white light to the front and a red light to the rear will be sufficient. Section 7 makes some rather elaborate provisions for vehicles carrying loads which may overhang more than one foot over the side lamps or more than six feet to the rear. Section 8 deals with vehicles towing and being towed and allows the towing vehicle to carry front lights, and the towed vehicle the red rear light only, provided the distance between them does not exceed five feet. Under s. 9 regulations may be made as to reflectors, dealing also with the dazzle problem. Penalties for offences against the Act, under s. 10 are to be, for a first offence, a fine not exceeding £5, and in the case of a second or subsequent offence not exceeding £20, but it will be a defence to any proceeding that the offence was due to the negligence or default of any person whose duty it was to provide a vehicle with lamps. Section 11 repeals previous enactments and regulations made under them. By s. 13 all fines imposed for breaches of the Act are to be paid into the Road Fund. Section 14 exempts railway locomotives and rolling stock, and tramcars, and s. 15 contains definitions of terms used in the Act, including one of "road" as including not only public highways, but any other road to which the public has access. The Act is to apply to Great Britain generally, but not to Northern Ireland.

A Conveyancer's Diary.

Gavelkind: Entailed Interests in Proceeds of Sale: *Re Price*, 1928, W.N. 107.

The decision in *Re Price*, 1928, W.N. 107, though useful in many respects, will require careful consideration when the case comes to be fully reported. Immediately before 1st January, 1926, X, a copyholder, was entitled to a one-ninth undivided share of land in Kent, for a customary estate, in tail special, by descent. Obviously there must have been a custom authorising the creation of customary estates tail.

The entirety of the land vested in the Public Trustee under L.P.A., 1922, 12th Sched., para. 8 (iv), and L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (4), on the statutory trusts for sale (*ib.*, s. 35) under which the net proceeds of sale and the net rents and profits until sale are to be held "Upon such trusts . . . as may be requisite for giving effect to the rights of the persons . . . interested in the land." Under s. 205 (1) (x) "equitable interests" in land include interests in the proceeds of sale of land. In 1927 new trustees for sale were appointed in place of the Public Trustee.

The land was enfranchised and freed from the gavelkind descent (which was the general law in Kent before 1926) by L.P.A., 1922, 12th Sched., para. 1 (a) (*d*). This took effect immediately before 1926: L.P.A., 1925, s. 202, thus ruling out (see also *ib.*, s. 130 (4)) the claims of heirs of the body in gavelkind to the share in the proceeds of sale.

X died in 1926 without issue, having made his will in 1925 whereby he appointed executors. He might have re-published his will under L.P.A., 1925, s. 176 (4), in which case his legatees might have claimed that he had in effect disentailed his share under that section. He did not do this, nor was there any special custom authorising an entailed interest to be barred by devise. Thus, on the footing that X had an entailed interest at his death, this was sufficient to rule out the claims of his legatees.

On the same footing, this only left the heirs of the body of the original tenant in tail (the father of X) to claim the ninth share at common law.

In the special circumstances did X take an entailed interest or an absolute interest in the share of the proceeds of sale, which, by reason of the trust for sale, had (though treated as equitable interest in land: s. 205) become personalty? It was held that he had taken an absolute and not an entailed interest; accordingly the share vested in his executors.

This decision may possibly be justified, on the ground that it was, in this particular case, considered requisite "for giving effect to the rights of the persons interested in the land" that X should be deemed to have an absolute interest; but the decision must not be taken as an authority that under s. 35 an entailed interest in the proceeds would not normally be created to take the place of an entailed interest in the land.

Limitation to a Class in Tail with Cross Remainders in Tail.

Suppose that under a pre-1926 settlement, a limitation (which corresponds to a trust, in the case of personalty, for a class who attain twenty-one) "to the use of all the daughters of X in tail in equal shares, with cross remainders in tail equally between them," took effect in possession after 1925, then under S.L.A.,

1925, s. 36, the entirety is to be vested in the former S.L.A. trustees on the statutory trusts. The net proceeds are to be held (sub-s. (6)) "upon such trusts as may be requisite for giving effect to the rights of the persons interested in the settled land."

Now, in such a case, no one would be so rash as to suggest that the daughters of X ought to take any other interests in the proceeds than entailed interests, see 1 K. & E., 12th ed., 745, for a precedent of a disentailing deed by tenants in common. To hold that they took absolute interests would not only defeat all remainders over, but might vest an absolute interest in a person who died while an infant, thus wholly defeating the objects of the settlement, instead of giving effect to the rights of the persons interested in the land. The statute does not say that the proceeds of sale, treating them as personalty, are to be held on trusts corresponding, as nearly as the nature of the property will admit, to the limitations which formerly affected the land, but are to be held on trusts for giving effect to the rights of the persons interested in the land. Thus, this is a stronger expression than the old trust of personalty to go with land. As entailed interests in personalty are now permitted, what better way can there be of giving effect to a former entailed interest than by giving a like entailed interest in the proceeds? Before 1926, in order to make personalty go on the same limitations as land, it was necessary to impose a trust to purchase land, but this is no longer necessary: S.L.A., 1925, s. 78, overruling *Re Walker*, 1908, 2 Ch. 705. It thus appears to be clear that, as respects the creation of entailed interests, the decision in *Re Price* must not be treated as of general application.

The Creation of Entailed Interests.

Under L.P.A., 1925, s. 130 (1), entailed interests may be created in personalty, and under sub-s. (3) where proceeds of sale are, after 1925, directed to be held on trusts corresponding to those affecting land in which, either before 1926 or after 1925, an entailed interest had been created, the direction is to be sufficient to create a corresponding entailed interest in the personal estate. It apparently was said in *Re Price* that it would be straining the sub-section to hold that it operated to create an entailed interest in the special circumstances. This is, at present, difficult to follow, though, when the full report is printed, the difficulty may be removed. It also seems to have been suggested that the requirements laid down in sub-s. (6) stood in the way of the creation of an entailed interest in the proceeds by virtue of the statutory trusts (s. 35); but that sub-section is obviously directed to the creation of new (as opposed to substituted) entailed interests by deed, will, or agreement, and would not fetter their creation by statute, still less by the Act itself. Thus, the conclusion to which we are at present driven, is that *Re Price* may, perhaps, be supported as a decision on the construction of s. 35, in the special circumstances; but it must not be taken as laying down a general principle.

Devolution of Proceeds of Sale under the Statutory Trusts.

According to *Re Price, supra*, the statutory trust for sale converts the land into personalty, though an interest in the proceeds of sale is in L.P.A., 1925, s. 205 (1) (x), treated as an equitable interest in land.

Further than that, under s. 28, the proceeds are liable to be laid out in the purchase of land (not necessarily under a positive direction: *Re Hill*, 1896, 1 Ch. 962; *Re Soltau*, 1898, 2 Ch. 629) to be conveyed on trust for sale, hence, by virtue of S.L.A., 1925, s. 77, become capital money for the purposes of that Act.

Now, under *ib.*, s. 75 (5), capital money for purposes of transmission and devolution is to be treated as land and to go to the same persons successively and for the same interests as the land would, if not disposed of, have gone under the settlement. Thus, whether or not there is a notional conversion, this shows that persons entitled to entailed or life interests ought to take corresponding interests in the proceeds. Indeed, the distinction between real and personal estate is, for most purposes, made negligible.

Landlord and Tenant Notebook.

Service of Notices of Breach of Covenant under s. 146 of the Law of Property Act, 1925.

An important point with regard to the method of serving a notice of breach of covenant under s. 146 of the Law of Property Act, 1925, was decided by Mr. Justice Humphreys in *Cannon Brewery Co., Ltd.* v. *Signal Press, Ltd. and Others*, 72 Sol. J., 285. In that case the landlords claimed forfeiture on the ground of breaches of repairing covenants. The original lessee of the premises was one Lemaitre, who had mortgaged his interest and who had not been apparently heard of since, and two of the defendants who were the trustees of the estate of one Lewis, were in possession of the premises as under-lessees by their tenants by way of mortgage, the mortgagor being the original lessee, Lemaitre.

Exception was taken by the defendants to the manner in which the notice had been served, the material facts with regard to the service of the notice being as follows. The notice was addressed to the original lessee whose whereabouts were unknown and was taken by a clerk of the plaintiff's solicitors and handed to a forewoman on the premises. This service was held by Mr. Justice Humphreys to constitute good service.

L.P.A., 1925, s. 196 (3), provides that "any notice required or authorised by this act to be served shall be sufficiently served if it is left at the last known place of abode or business in the United Kingdom of the lessee . . . or in case of a notice required or authorised to be served on a lessee . . . is affixed or *left for him* on the land or any house or building comprised in the lease . . . ."

It will be observed therefore that the real issue in *Cannon Brewery, Ltd.* v. *Signal Press, Ltd. and Others*, was whether it could be said that the notice had been left for the lessee on the premises, by reason of its having been left with the forewoman, it being argued, that in order to comply with the sub-section it was necessary that the notice should be physically affixed to the premises or left thereon, or handed either to the lessee himself or to some person specifically authorised by the lessee to accept service.

Mr. Justice Humphreys, however, did not entirely accept this view and was of opinion that it was not necessary that the person with whom the notice was left should have been specifically authorised to accept service, but that it was sufficient if the person serving the notice had reasonable grounds for supposing that the person on whom it was served would pass the notice on to the lessee.

From a lessee's point of view such a method of service must be unsatisfactory as it is more than likely that the service of the notice will never come to his knowledge, and it is to remedy defects such as these, that an amendment in the law has been effected by s. 18 (2) of the Landlord and Tenant Act, 1927.

This provision however, it should be carefully observed, applies only to breaches of repairing covenants, so that the rules as to service of the notice required by s. 146 of the Law of Property Act, 1925, remains unchanged as far as breaches of other covenants are concerned.

With regard, however, to breaches of covenants "to keep or put premises in repair duringthe currency of a lease or to l eave or to put premises in repair at the termination of a lease," whether such covenants are general or specific it is now provided by s. 18 (2) of the Landlord and Tenant Act, 1927

that the lessor, in order to be entitled to forfeiture, must prove "that the fact that such a notice as is required by s. 146 of the Law of Property Act, 1925, had been served on the lessee was known either (*a*) to the lessee, or (*b*) to an under-lessee holding under an underlease which reserved a nominal reversion only to the under-lessee; or to the person who last paid the rent due under the lease either on his own behalf or as agent for the lessee or under-lessee and that a time reasonably sufficient to enable the repairs to be executed had elapsed since the time when the effect of the service of the notice came to the knowledge of any such person."

It might incidentally be observed that, although this provision applies as well to leases executed prior to the commencement of the Landlord and Tenant Act, 1927 (25th March, 1928), cf. sub-s. (3) of s. 18, it does not apparently apply to breaches of covenant which have been committed prior to that date.

Our County Court Letter.

THE NATURE OF HIRE-PURCHASE.

(*Continued from p.* 266.)

II.

THE difficulty of ascertaining the right cause of action has been recently illustrated in *Attorney-General* v. *Pritchard and Others*, 1928, W.N. 109. The plaintiff filed an information claiming arrears of instalments under a document which contained the following clauses: (1) the Crown leased to Henry Pritchard the Speech House in the Forest of Dean for fourteen years from 10th October, 1920, at a yearly rent; (2) the Crown let on hire to the lessee His Majesty's furniture on the premises, as per inventory, in consideration of the payment by the lessee to His Majesty's Receiver of (*a*) an annual payment in each of the six years 1922/1927 both inclusive; (*b*) quarterly interest at 7 per cent. per annum on so much of the total amount of the above annual payments as might be unpaid for the time being; (3) on completion of all the annual payments and interest, the property in the furniture would pass to the lessee, but until that event the property remained in His Majesty; (4) proviso for re-entry on non-payment of the rent or other sums for forty days. The lessee did not make any annual payments, but he paid interest at the agreed rate on the arrears of instalments. On his death in 1923, the lessee bequeathed his interest in the lease to his wife, the first defendant, and he appointed as executors his sons, the other defendants. The three defendants continued the business of licensed victuallers, and used the furniture, but did not pay either the arrears or the instalment which became due during their own occupation in 1924. They left the premises in 1925, leaving behind them the furniture. The Crown resumed possession of the furniture, and in derogation of any proprietary rights of the defendants, exercised dominion over it by sales or lettings to the new tenant. In 1926 the widow surrendered the lease, by a deed which did not include the furniture, but preserved the Crown's rights which had accrued under the above cl. 2.

Mr. Justice SWIFT held that cl. 2 was neither a hire agreement with an option to purchase, nor an agreement whereby a purchase would take place on completion of a certain number of hire payments—but that it was an agreement for the sale of the furniture, payment to be by instalments, the property not to pass until full satisfaction of the price. The use of the words "let to hire" did not render it a hiring agreement, nor prevent it from being an agreement for sale. The question arose whether the Crown by taking possession of the furniture, and exercising dominion over it, had terminated the contract and disentitled itself to sue for the arrears of instalments—whatever other enforceable rights might exist. The learned judge held that the Crown—having deprived itself of the power of returning the furniture if the defendants were to pay the purchase price—could not sue for the latter. The action should have been for damages for breach of the agreement to purchase, and compensation could then have been recovered for depreciation in the furniture during its use by the testator and the defendants. Judgment was therefore given for the defendants.

This decision followed that in *Hewison* v. *Ricketts*, 1894, 71 L.T. 191. An omnibus and horses had there been "let" to a third party, who paid part of the purchase price in advance, the balance to be paid by instalments. On default in payment of an instalment, the plaintiffs seized the goods, but released them on the defendant's guarantee. On a subsequent default, they again seized the goods, and sued the defendant for the balance. They recovered judgment in the county court, but the Divisional Court reversed this decision on the ground that the agreement was not for hire-purchase, but for sale and purchase. The agreement was determined by the owners resuming possession, and by so doing they lost their right to sue the "hirer" and his guarantor, the defendant, for unpaid instalments.

Practice Notes.

INCOME TAX.

IN normal circumstances any repayment of income tax in respect of allowances or otherwise due to a wife is made to the husband, but it is well to remember that this method is obviated when a claim has been made for the separate assessment of the husband and wife. Applications must be made before the 1st July in the year of assessment, and either spouse may do so. It is not necessary that the applicants should be in possession of income which falls to be assessed directly; if the whole of the income has suffered tax before receipt, applications may still be made, and thus ensure separate repayments of tax in respect of allowances.

It is interesting to note that when a firm has a partner resident abroad who carries on the business of a branch in that country the Revenue authorities grant concessional relief by excluding from the assessable profits of the firm that proportion of the foreign profits which are applicable to the partner resident abroad. This is a point that is frequently overlooked and application should be made in all appropriate cases.

In computing the assessable profits of traders and professional men, legal expenses incurred in connexion with the recovery of debts may be charged as a deduction, but those incurred in the acquisition of premises or leases are disallowed as a capital expense. The practice regarding the allowance of legal expenses incurred in the renewal of an existing lease varies in different districts; some officials do not raise any difficulty while others disallow the whole of the costs. When the renewal has been rendered necessary by the expiration of an existing lease, and is not sought by the tenant to obtain better terms, it seems reasonable that the expenses in connexion with it should be allowed as a business expense. The failure of the authorities to make a definite ruling on the point is to be deplored, for uniformity of practice in these matters would go far to satisfy taxpayers that all received equal treatment.

Except in those infrequent instances when the Church receives them, Easter offerings are assessable on the vicar The case of *Cooper* v. *Blackeston* settled this matter definitely, but there still exists some confusion in the minds of the clergy, and even of practitioners. When the offerings are paid to the Church, the assessment is under Sched. A, but when the vicar receives them Sched. E is the appropriate category.

ROYAL COMMISSION ON LOCAL GOVERNMENT.

Mr. P. BARTER has been appointed as Secretary to the Royal Commission on Local Government in succession to Mr. M. Heseltine, C.B.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers are invited and will be answered by some of the most eminent authorities of the day. All questions should be addressed to—The Assistant Editor, "The Solicitors' Journal," 29, Breams Buildings, E.C.4, be typewritten on one side of paper only, and be in duplicate. Each copy to contain the name and address of the subscriber. To meet the conveniences of Subscribers, in matters requiring urgent attention, answers will be forwarded by post if a stamped addressed envelope is enclosed.

Enfranchised Land—Held in Undivided Shares—Death of One Owner—Fines and Fees—Compensation Agreement.

Q. 1227. A and B were admitted to copyhold property as tenants in common. A dies testate or intestate in 1926. B now applies to the lady of the manor to enter into a compensation agreement. What instruments can the steward require to be produced to him for registration, and what fines and fees can he claim before allowing B to enter into a compensation agreement. Prior to the L.P.A., it would have been necessary for A's devisee or heir-at-law as the case may be, to have appeared and taken admittance to his undivided share, and the steward would have required the production of the probate or grant of administration for enrolment on the court rolls and would have claimed fees for the enrolment thereof, and the fine on death as likewise the fine and fees upon the admittance of the devisee or heir-at-law.

A. This question raises a problem of some little difficulty on the L.P.A., 1922. Under the 12th Sched., para. 8 (*a*), the enfranchised land vested in the two former copyholders, and, either under sub-para. (iv), or the L.P.A., 1925, 1st Sched., Pt. IV, para. 1 (2), as joint tenants in trust for sale. The ordinary rule was that on the death of one of two or more joint tenants no fine was payable, see "Watkins on Copyholds," 4th ed., p. 334, "Scriven," 7th ed., p. 133. No instrument need therefore be produced to the steward, unless the certificate of A's death to show that B is now the tenant within s. 189 of the Act. It would thus appear that the Act has deprived the lady of the manor of her fine, if it is not saved by the words "in like manner as if the land had not been enfranchised," in s. 128 (2). It is arguable that this in effect saves all fines which would have been possible if the Act had not been passed. On the other hand, it might have been possible to preserve the copyhold tenure, and yet change the tenancy in common to joint tenancy as in freeholds, in which case no fine would have been payable, though the land had not been enfranchised. Preference is here expressed for the latter view, but there is doubt, and the parties might wisely compromise.

Intestacy between 1897 and 1926—Death of Administratrix without having conveyed to Co-parceners—Title.

Q. 1228. C.D., owner of land in fee, died in 1907 intestate leaving a widow and three daughters. In 1920 the widow died, and in the same year the daughters of C.D. conveyed the property to E.F. The conveyance recites the death of C.D., and that he had three children upon whom the property devolved as his heiresses at-law, and as co-parceners, and each of the vendors purported to convey as beneficial owner, so far as her one-third share was concerned. Although the abstract of title delivered to a purchaser from E.F. does not show it, the purchaser's solicitor is aware that although C.D. died intestate a grant of letters of administration was granted to his widow about the year 1908. The abstract mentions that the widow of C.D. died intestate, but this is not so. The vendors' solicitors suggest that the legal estate would re-vest in the heiresses-at-law on the death of the widow of C.D. (and who was his administratrix) and they rely upon the L.P.A., 1st Sched., Pt. 2. It is submitted that the legal estate is outstanding and that the proper way to deal with the matter is for a grant of administration *de bonis non* to the estate of C.D. to be obtained, and for the administrator to convey, and for the three daughters of C.D. to confirm as beneficial owners. An opinion is sought as to the position.

A. If the questioner will refer to *Q.* 604, p. 52, vol. 71, he will see the opinion given that on the death intestate of the administrator to an intestate, the latter's realty re-vests in his heir. If this is right, the co-parceners could and did convey the legal estate to E.F., who in turn can give good title. But, even if conceivably the legal estate was elsewhere, the person in whom it was vested would have been a bare trustee for E.F., on 31st December, 1925, and so it would vest in E.F., on 1st January, 1926, under the L.P.A., 1925, 1st Sched., Pt. II, paras. 3 and 6 (*d*). The opinion must therefore, be given that the vendor shows good title, and that there is no need to continue the administration of the estate, presumably long since complete, of a person who died twenty years ago. A requisition should however, be made as to the duties on the widow's death.

Implied Trust for Sale—Execution.

Q. 1229. In 1922 certain freehold property was conveyed to A.B. and C.D. in fee simple upon and subject to the trusts contained in the will of E.F. dated in 1901. By his will E.F. appointed A.B., G.H. and P.W. executors and trustees. In 1919 A.B., who was then the surviving trustee, appointed C.D. to be joint trustee of the will of E.F. with A.B. C.D. predeceased A.B. A.B. by her will appointed M.N. and O.R. executors and they are therefore the trustees of the will of E.F. The will of E.F. contained no power to the trustees to purchase freehold property. A.B. was the widow of E.F., and presumably the house was bought for her occupation. M.N. and O.R. have agreed to sell the property comprised in the conveyance of 1922 to S.T. Have they power to do so? If so, should they convey as trustees of the will of E.F.? They have executed an assent of the property comprised in the will of E.F., including the property included in the conveyance of 1922.

A. Land purchased in breach of trust becomes subject to an implied trust for sale. Until the appointment of new trustees for sale, M.N. and O.R. could execute the trust for sale: T.A., 1925, s. 18 (2). If they have assented to the vesting of the property in some other persons they cannot, of course, again convey it to someone else. The person in whom it is vested must convey it to S.T.

Vendor and Purchaser—Conveyance—Vendor retaining adjacent Property—Clause excluding the Doctrine of Derogation.

Q. 1230. The owner of a block of six cottages is about to sell one of the central ones to the tenant. There are no building restrictions in the conveyance to the vendor. Is it necessary for the vendor's protection that a proviso should be inserted in the conveyance to the purchaser: "that the purchaser shall not be entitled to any right of light or air which would in any manner diminish or interfere with the free and unrestrictive user of any adjoining property now belonging to the vendor either for building or any other purpose and the assurance hereinbefore contained shall not be deemed or construed to imply the grant of any such right." The words quoted are copied from "Key & Elphinstone's Precedents in Conveyancing." The wording appears to be somewhat aggressive in the conveyance of a cottage in a street where there is no spare building land, and the most that could be erected by a purchaser would be an outbuilding at the back

which might injure the light to the back rooms of the vendor's adjoining cottages. If it is necessary to insert some words to prevent the possible erection of such an outbuilding by the purchaser, would a proviso "that the purchaser shall not be entitled to any right of light or air which would in any manner diminish or interfere with the free and unrestrictive user of the light and air as now enjoyed by the vendor in respect of any adjoining property belonging to the vendor," be sufficient, or can the editor suggest any wording of a simple nature sufficient to protect the vendor's rights.

A. There is possibly some confusion in the questioner's mind as to the right of a purchaser, to interfere with the light of adjacent windows belonging to the vendor, and that to enjoy an unrestricted easement of light. If the vendor wishes to restrict the purchaser's right to erect a tall building, he must do so in the ordinary way by a registered restrictive covenant. The doctrine of derogation concerns, not the user of the purchaser's acquired, but the vendor's retained property. The first clause quoted above is a full form to rebut its application, but it is somewhat difficult to follow the working of the clause suggested at the end of the question, for the enjoyment of light and air by the purchaser, though it might interfere with the possible user of the vendor's retained land (as by building a "sky-scraper"), could not affect the enjoyment of light and air by the vendor. Since the doctrine of derogation does not require a vendor actually to pull down buildings adjacent to the plot sold and existing at the time of sale, the proposed clause seems unnecessary for his protection of the vendor, if in fact he does not wish to build further. The doctrine itself has received illumination in the judgment of Parker, J., in *Browne* v. *Flower*, 1911, 1 Ch. 219, and see also *Lyttelton Times Co. Ltd.* v. *Warner's Ltd.*, 1907, A.C. 476; and *Broomfield* v. *Williams*, 1897, 1 Ch. 602.

Vendor and Purchaser—Town Planning Scheme—Resolution of Local Authority immediately before date of Conveyance — Effect.

Q. 1231. A enters into a contract for the purchase of building land, having previously written to the local authority and ascertained that no local land charges had been registered, although he was informed that a town planning scheme was contemplated. Prior to the completion of his purchase he submits building plans for approval, which are refused owing to the contemplated town planning scheme, under which it was proposed to cut a regional road through the middle of his land, thereby preventing the development of same to its full advantage. Immediately prior to completion of the purchase formal search in the local registry was made, and a certificate obtained that no local charges were registered, but at the same time he received a letter from the clerk to the local council stating that a resolution to prepare a town planning scheme had been passed on the previous day, the effect of which under the provisions of the Town Planning Act, 1925, was (as stated by the clerk) "to sterilise the undeveloped land" in the area in question. What is the position of the purchaser, bearing in mind that s. 15 (1) of the Land Charges Act, 1925, states that any local charge not registered *at date of completion of purchase* is void against a purchaser for money or money's worth?

(1) Can the purchaser insist on his building plans being passed as originally sent in, or is the undeveloped land "sterilised" from the date of the resolution, although not registered as a land charge prior to completion?

(2) What is a purchaser's position where a local charge restricting the development of land is registered after the date of contract, but prior to completion? He has based his purchase money on the assumption that he would be able to develop the land to the best advantage, and then finds prior to completion that this is not possible owing to the registration of the local charge.

(3) Is the submitting of his building plans and getting same passed prior to his entering into the contract the only safe course for a purchaser to adopt? As an alternative he might insert in the contract a clause that, if prior to completion a local charge is registered which would have the effect of preventing him from developing the land in any way he might think well, then that the purchaser should have the right of rescinding the contract and having his deposit returned, but it is questionable whether any vendor would agree to such a clause being inserted in the contract.

(4) In view of *Forsey* v. *Hollebone's Contract*, 1927, 2 Ch. 379. is it necessary for a vendor to refer in the contract to a local charge (if registered) of the nature above mentioned and make the sale subject to same? And what is a vendor's position if such a charge is registered prior to contract, but he was not aware of it?

A. (1) In *R.* v. *West Ham Borough Council*, 1911, *Times*, 1st March, a rule *nisi* was granted for a *mandamus* to the borough council to approve plans which might have transgressed a scheme contemplated under the Act of 1909. It does not appear from the report, however, that the Council had actually approved a plan. There is some difficulty in pointing out the actual provision in the Act of 1925 authorising the local authority to refuse to pass plans in the circumstances, but if the power did not exist, s. 4 would be unnecessary, and s. 10 (2) prov. (*a*) points in the same direction. Also under s. 7, the local authority has power to destroy any building contravening the scheme, and, although this may be only after the Minister has approved under s. 2 (2), a council could hardly be required by law to stultify itself by passing the plan of a building which they hoped in the near future to destroy under s. 7. The opinion is therefore given that the purchaser cannot, nor could any landowner so insist. In the latter case, and perhaps in the former (see below) compensation would be payable under s. 10 (1).

(2) A purchaser is bound if the charge is registered prior to completion, see L.C.A., 1925, s. 15 (1).

(3) Yes. The suggested clause would protect a purchaser, but, as the questioner observes, a vendor's advisers would no doubt strongly object to it.

(4) The authority cited places the burden of enquiry on the purchaser, who must accept land subject to the resolution of a local authority as unincumbered. It may be added that the issue whether the purchaser is protected by s. 10 (2), prov. (*c*) so as to be in a position to claim compensation under s. 10 (1) is one he may well further consider. The town clerk's letter does not give him notice of the resolution, for that notice is the subject of statute. The certificate that no local land charge was registered binds the council, and s. 15 (3) of the L.C.A., 1925, incorporating the duties and liabilities of the Registrar under s. 17 (2) and (3), makes it conclusive. And if it bore a particular date, and completion (which is the delivery of the conveyance to the purchaser or his solicitor in exchange for the cash or draft delivered to the vendor or his solicitor and not necessarily the date on the face of the document, see answer to *Q.* 978) was before that date, the purchaser is protected. If completion and registration took place on the same day, no doubt a difficult question would arise, but the opinion is here given that the burden of proof that registration was first would be on the local authority, for statutory interference with private rights must be strictly proved.

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds, Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22 Lincoln's Inn Fields, W.C.2; and throughout the country.

NOTES OF CASES.

High Court—Chancery Division.

In re **Madge; Pudee** *v.* **Bellamy.**

Russell, J. 8th and 9th March.

WILL—GIFT TO LEGATEE OF SUCH ARTICLES "AS SHE SHALL WITHIN TWO CALENDAR MONTHS SELECT"—DEATH OF DONEE BEFORE SELECTION—DEATH WITHIN SPECIFIED TIME—SELECTION BY DONEE'S EXECUTORS—WHETHER GOOD OR NOT—TESTATOR'S INTENTION TO BENEFIT DONEE PERSONALLY.

Originating Summons.

This was an originating summons taken out by an executor asking whether certain bequests by the testator to his wife had failed by reason of the fact that she had died before making the selection required by the testator's will, or whether her executors were entitled to and had properly exercised the right of selection in the circumstances. The facts were as follows: Sir V. T. Hedge, Bart., by his will, dated 27th July, 1925, cl. 4, gave to his wife such of certain articles "as she shall within two calendar months select," not to exceed in value a certain figure, and by a codicil, he did the same thing as to other articles. He died on 29th January, 1927, and his will and codicil were proved on 9th April, 1927 meanwhile his wife had died on 3rd February, 1927, without having made the selection, but her executors purported to make the selection within the time allowed.

RUSSELL, J., after stating the facts said: The point raised is a curious one. The widow died within a few days of her husband without having made any selection under cl. 4 (*c*) of the will, but her executors had, and the question was whether these executors could be heard to say that an interest in these articles—a right of property—had passed to the widow, and hence, as they had made their selection within the prescribed time to her executors. In my judgment this contention of the executors is not well founded. There appears to be no modern authority at all bearing on this particular point, and reference has to be made to such an ancient authority as *Coke upon Littleton*, 145A. But apart from authority it seems clear that the power of selection indicated by the testator was intended to be for the personal enjoyment of the widow only and until such selection has been made there is no gift. The common-sense view is that the testator meant the selection to be made by Lady Madge herself. In *Coke upon Littleton*, there is this passage on the question of direction by the grantee at 145A: "When nothing passeth to the feoffee or grantee before election to have the one thing or the other there the election ought to be made in the life of the parties, and the heir or executor cannot make election. But when an estate or interest passes immediately to the feoffee, donee or grantee their election may be made by them or their heirs or executors." In "Sheppard's Touchstone," Vol. II, p. 257, there is also a passage: "So it is when a man hath six horses in his stable and he doth grant me one of his horses, but does not say which of them, in this case I may choose which I will have; and in the case when I have made my election and not before the grant is good, and if in these cases the grantee doth not make his election during his life . . . it seems the grant will never be good." Although these passages deal with cases of grant it seems to me that the same principle holds good in the case of wills. The gift by the testator is clear. The grantee must make her selection in person. If she does not she has not made her election and the gift must fail.

COUNSEL: *W. Hunt, D. L. Jenkins Stamp, E. M. Winterbotham, P. H. L. Brough.*

SOLICITORS: *Ponsford and Devenish, Blundell, Baker & Co.* for *J. M. B. Turner & Co.*, Bournemouth.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

Dulwich College Estate Governors *v.* **Keeble.**

Eve, J. 20th March.

LANDLORD AND TENANT—SUB-LETTING—BREACH OF COVENANT—POSSESSION OF LANDLORD—RENT RESTRICTION ACTS—DECONTROLLED PREMISES.

This was an action for a declaration that the plaintiffs were entitled to forfeiture of a lease by reason of his sub-letting the first floor of the premises to a Mr. Parkins, who was joined, as a defendant, in breach of a covenant contained in a lease dated 11th October, 1905. The plaintiffs alleged that the tenant had sub-let the first floor in breach of his covenant not to use except as a private dwelling-house, and that such sub-letting depreciated the value of the property.

EVE, J., in giving judgment, said the first question was whether the course which had been adopted with regard to the premises had constituted a breach of covenant in the lease. The covenant did not stop with the words "not to use except as a private dwelling-house," but added "wherein no business of any kind be carried on," and the question arose whether those words added to the stringency of the covenant or were merely a qualification. In his view they could not be treated as a mere qualification, and the defence, so far as the tenant was concerned, failed. With regard to the sub-tenant it was said that there was a difference because, owing to the Rent Restriction Acts, he could not be evicted, but s. 2 of the Act of 1923 was an answer to that defence. It was said that the landlord was not in actual possession between the occupation of the sub-tenant and his predecessor, but the evidence was the other way, and the case of *Hall* v. *Rogers*, 69 SOL. J. 397, was distinguishable. From the time of the departure of the earlier tenant, the premises were decontrolled, and the defence of the sub-tenant also failed. There had been a breach by both defendants, and there would be an injunction to restrain them from persisting in the act complained of. He granted the tenant relief from forfeiture of the lease on terms.

COUNSEL: *Bennett*, K.C., and *F. E. Farrer; Cartwright, Sharp, J. S. Hockman; Turnbull.*

SOLICITORS: *Druces & Attlee; H. H. Wells & Sons; Tucker & Co.*

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

High Court—King's Bench Division

Bell and Another *v.* **Bennett.**

Salter, and Charles, JJ. 23rd March.

COAL MINES—CHECKWEIGHERS—INVALID APPOINTMENT—MINORITY CHECKWEIGHER—COAL MINES (WEIGHING OF MINERALS) ACT, 1905, 5 Edw. 7, c. 9, s. 3.

Appeal from Newcastle-upon-Tyne County Court. The plaintiffs, checkweighers appointed by ballot on the 7th January, 1927, in the Greenside Colliery, Durham, and who were paid according to the weight of mineral extracted, claimed 10s. 2d. as a portion of their wages from the defendant, a hewer paid by weight. The defendant denied liability on the ground that he had already paid contributions to one Clark, who was appointed checkweigher on the 18th December, 1926. Before the coal strike all the men belonged to the Durham Miners' Union, but after the strike, owing to differences of opinion, a new union, the Greenside All Grades Union was formed, and Clark, after a ballot on the 18th December, 1926, began work as a checkweigher. As a result of a "weigh fund meeting" held on the 5th January, 1927, open to all employed at the mine, the two plaintiffs were voted checkweighers, and from then on Clark and one or other of the plaintiffs were in the weighing cabin together. A further result of the ballot of the 5th January was that only a small minority voted for Clark remaining on as a checkweigher. The county court judge held that Clark's appointment was invalid on the ground that it had not been made clear to all workers paid by weight that they were entitled to vote on the

18th December, and further, if it was valid, he had been properly removed and the plaintiffs appointed in his place. The defendant appealed.

SALTER, J., said that he had come to the conclusion that Clark's appointment was not valid, because the notice relating to the ballot of the 18th December, 1926, did not comply with s. 3 of the Coal Mines (Weighing of Minerals) Act, 1905, in that it failed to give notice to all persons entitled to appoint; also there was no evidence that an opportunity had been given to anyone to take part in the nomination. He was also of the opinion that even if Clark's appointment had been valid, the election of the plaintiffs would have put an end to it because the statutes did not contemplate the existence of a minority checkweigher alongside a majority checkweigher. Appeal dismissed.

COUNSEL: *Fairfax Luxmoore*, K.C., and *A. Wilson* for the appellant; *Sir Henry Slesser*, K.C., and *C. B. Fenwick* for the respondents.

SOLICITORS: *King, Wigg & Brightman* for *Francis J. Lambert*, Gateshead; *Hyman Isaacs, Lewis & Mills*, for *Patrick Bennett & Maddison*, Newcastle-upon-Tyne.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Hart *v.* Bennett & Co. Rowlatt, J. 29th, 30th March.

SOLICITOR—ARTICLED CLERK—COMMISSION ON BUSINESS INTRODUCED—ALLEGED VERBAL AGREEMENT—SALARY—PAYMENTS—GIFTS.

The plaintiff in this action, Louis Albert Hart, now a solicitor, claimed from the defendants, W. R. Bennett & Co., an account in respect of sums which he, Hart, alleged were due to him under a verbal agreement of July 1924. He alleged that it was agreed at that date that he, then an articled clerk to one H. Linley, should transfer his articles to the defendants, who agreed to pay him a salary of £2 per week, together with a commission of 25 per cent. of the profit costs of all work resulting from the introduction of clients to the Defendants by him or his father, an accountant, now deceased. The plaintiff said that in addition to the weekly salary certain payments under the agreement had been made to him. He now claimed an account of moneys which he alleged were due to him as commission. The defendants wholly and completely denied that the alleged agreement was ever entered into; and said that the payments made were gifts to the plaintiff. After hearing conflicting evidence,

ROWLATT, J., said that he had got to ascertain whether there was an actual and precise agreement between the parties as alleged by the plaintiff. There was no explanation in any way of the sums of money received by the plaintiff, and no account of them in any of the books. It was impossible for him to say that the plaintiff had satisfied the onus on him, and therefore, the action must be dismissed.

COUNSEL: *Norman Birkett*, K.C., *Gilbert E. Paull* and *M. Stevens* for the plaintiff; *Stuart-Bevan*, K.C., and *P. E. Sandlands* for the defendants.

SOLICITORS: *Forsyte & Kerman; W. R. Bennett & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Cannon Brewery Co. Ltd. *v.* Signal Press Ltd. and Others.
Humphreys, J. 18th April.

LEASE — COVENANT TO REPAIR — BREACH — ACTION FOR POSSESSION—SERVICE OF NOTICE OF DILAPIDATIONS—YEARLY TENANCY ALLEGED.

The defendants, in possession by their tenants of 170, St. John-street, Clerkenwell, London, were trustees of the estate of one Joseph Lewis, now dead, who was an underlessee by way of mortgage of the above property, and who had covenanted with the lessee, not since heard of, to pay the rent direct to the persons in whom the reversion expectant on the termination of the lease vested, now admittedly the plaintiffs. The original lease contained a covenant to keep the premises in good and substantial repair. The plaintiffs served a notice of dilapidations on the defendants on the 14th January, 1927, and default being made, they now brought this action to recover possession. The defendants alleged that the payments of rent made by them created an implied yearly tenancy and so relieved them of the burden of the covenants in the lease; they further said that the service of the notice of dilapidations was not valid.

HUMPHREYS, J., referred to counsel for the defendants' argument that the notice must be physically affixed to or left on the building, and that it was not sufficient that it should be left with any person other than the lessee, unless that person was specifically authorised to accept service. In his lordship's opinion the expression "left for him" in sub-s. (3) of s. 196 of the Law of Property Act, 1925, included the case of a notice left, as in the present case, with some person on the premises if there were reasonable grounds for supposing that it would be handed to the lessee if possible. On the further point: the defendants were underlessees, not assignees, and he could not accept the view that the payment of rent made them yearly tenants. Judgment for the plaintiffs for possession, with costs.

COUNSEL: *Cartwright Sharp* and *E. H. Blane* for the plaintiffs; *C. L. Henderson* for the two defendants who appeared, G. Lewis and P. Lewis.

SOLICITORS: *Boulton, Sons & Sandeman; Field, Roscoe and Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Rowan *v.* Atlas Assurance Co. Ltd.
Humphreys, J. 18th and 19th April.

ASSURANCE POLICY—LIFE—NON-PAYMENT OF PREMIUM—LAPSE—REVIVED BY MEANS OF CASH BONUS—PROPORTIONATE PERIOD CALCULATED—INTEREST ADDED TO PREMIUM—THIRTY DAYS' GRACE.

One, Grantly Stordy, took out a policy of life assurance for £1,000, dated the 13th January, 1925; the policy contained the usual provision allowing thirty days' grace for payment of each renewal premium. The policy lapsed on the 12th February, 1926, owing to the non-payment of the second premium, but in order to keep the policy alive the company elected to apply for this purpose a cash bonus of £6 9s. due to the assured. The company calculated that on a proportionate basis of the yearly premium plus interest on it, that was £46 8s. 4d. plus £2 6s. 5d., the cash bonus would revive the policy for forty-nine days, from the 13th January to the 3rd March, 1926. Stordy died on the 5th March, 1926. His administrator, the present plaintiff, claimed the £1,000 on the policy, alleging that the defendant company had wrongly included interest on unpaid premium in calculating the revival period, and that by not including interest the period would have been fifty-one days, or to the 5th March, thus bringing the death within the policy. He further said that even if he were wrong he was still entitled to thirty days' grace from the 3rd March for the payment of the premium.

HUMPHREYS, J., said that the entry in the defendants' books reviving the policy for forty-nine days was an *ex gratia* entry, they were not bound to do what they did, and in those circumstances it did not lie in the plaintiff's mouth to say that the entry was wrong. He was also of opinion that the plaintiff's contention that the thirty days' grace commenced at the end of the revival period was incorrect; he did not think there was any payment of premium as such, the company merely extended the days as far as the bonus would carry. Judgment for the defendants.

COUNSEL: *Bernard Campion*, K.C., and *Edward Terrell* for the plaintiff; *Croom-Johnson*, K.C., and *A. Ralph Thomas* for the defendants.

SOLICITORS: *W. W. Young, Sons & Ward; G. F. Hudson, Matthews & Co.*

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

Societies.

The Law Society's School of Law.

The summer term opened on 16th April. The subjects to be dealt with during the term will be: For intermediate students, (i) introductory course (Mr. Segar); (ii) personal property and status (Mr. Formoy and Mr. Wade); (iii) criminal law and civil procedure (Mr. Landon and Mr. Segar); (iv) accounts and book-keeping (outline) (Mr. Dicksee). The subjects for final students will be (i) law of property (Mr. Wade); (ii) equity and procedure in the Chancery Division (Mr. Danckwerts); (iii) common law (torts) (Dr. Burgin); (iv) negotiable instruments and bailments (Mr. Chorley). There will be courses on equity (Mr. Danckwerts), and criminal law (Mr. Landon) for Honours and Final LL.B. candidates, and on jurisprudence (Mr. Keeton), and criminal procedure (Mr. Segar) for intermediate degree students.

The courses on personal property and status and on criminal law and civil procedure will be taken in the morning (10 a.m. to 12 noon), and in the afternoon (4 p.m. to 6 p.m.). Students must notify the Principal's secretary at once if they wish to attend the afternoon in preference to the morning lectures and classes.

Students can obtain copies of the detailed time-table, and of the regulations governing the three studentships of £40 a year each, offered by the Council for award in July next, on application to the Principal's secretary.

The London Association of Accountants.

The next examinations of the London Association of Accountants will be held on 5th, 6th and 7th June, in London, Glasgow, Edinburgh, Newcastle, Birmingham, Belfast, Cork, Dublin, Leeds, Sheffield, Manchester, Liverpool, Cardiff, Bristol, Nottingham, Hull and Plymouth. Women are eligible under the Association's regulations, to qualify as Certified Accountants upon the same terms and conditions as are applicable to men. Particulars and forms are obtainable at the office of the Association, 50, Bedford Square, London, W.C.1.

Solicitors' Benevolent Association.

The monthly meeting of the directors of this Association was held on the 18th inst., at the Law Society's Hall, Chancery-lane. Mr. Chas. E. Barry (Bristol) in the chair. The other directors present were: Messrs. F. E. F. Barham, A. C. Borlase (Brighton), E. R. Cook, W. F. Cunliffe, T. S. Curtis, S. F. Dent, A. G. Gibson, C. G. May, H. A. H. Newington, R. W. Poole, J. P. Rowlatt, P. J. Skelton (Manchester), M. A. Tweedie and A. B. Urmston (Maidstone). £760 was distributed in grants of relief. Thirty new members were elected, and other general business transacted.

Rules and Orders.

THE RULES OF THE SUPREME COURT (No. 1), 1928, DATED 19TH MARCH, 1928.

We, the Rule Committee of the Supreme Court, hereby make the following Rules:—

1. Rule 19 of Order XXII of the Rules of the Supreme Court is hereby annulled, and the following Rule shall be substituted therefor:—

"19. All money paid into Court in Admiralty actions proceeding in the Admiralty Registry or in the District Registries of the High Court at Liverpool or Manchester shall be paid to the account of the Accountant General of the Supreme Court at the Law Courts Branch of the Bank of England or at the Bank of England at Liverpool or Manchester as the case may require."

2. In paragraph (c) of Rule 1 of Order XXX after the expression "Order XIV," there shall be inserted the expression "or Order XIVA."

3. Rule 15 of Order LI is hereby annulled and the following Rule shall be substituted therefor:—

"15. The Marshal shall pay into Court the gross proceeds of any property which has been sold by him, and such proceeds shall, except in the case of sums of less than £20 received by him in cash, be in the form of a draft payable to the Bank of England for the Pay Office account. The Marshal shall bring into Court the account for sale with vouchers in support thereof for taxation by the Admiralty Registrar."

4. In Rule 25 of Order LII after the words "provision for," there shall be inserted the words "the taxation and."

5. Rule 6 of Order LVA shall be annulled and the following Rule shall be substituted therefor:—

"6.—(1) Subject to the Rules of this Order Rules 7, 8, 10, 11, 12, 16 and 17 of Order LIX shall apply to appeals to the Chancery Division of the High Court from County Courts and Courts of Summary Jurisdiction under either the Act of 1886 or the Act of 1925, the words "the Chancery Registrars Office" being deemed to be substituted for the words "Crown Office Department of the Central Office" in Rule 11.

(2) The appeal shall not operate as a stay of proceedings under the decision appealed from unless the County Court or the Court of Summary Jurisdiction shall so order."

6.—(*a*) At the end of the heading to Order LVB of the Rules of the Supreme Court, 1883, there shall be added as an additional part of the heading the words "V. Audit (Local Authorities) Act, 1927."

(*b*) At the end of Order LVB there shall be added as an additional Part of that Order the following Rules:—

"*V.—Audit (Local Authorities) Act*, 1927.(*a*)

59. An appeal to the High Court under subsection (1) of section 2 of the Act and an application to the High Court under subsection (2) of that section shall be made to a Divisional Court of the King's Bench Division by an originating notice of motion.

60. The evidence upon the hearing of the appeal or application shall be by affidavit except in so far as the Court at the hearing may direct oral evidence to be given.

61. The notice of motion shall be served, before the expiration of six weeks after the date of the decision to which it relates, upon the district auditor for the time being in charge of the audit district in which the matter has arisen, and also on the local authority in relation to whose accounts or to the accounts of whose officer the decision was given, if that authority is not the appellant.

62. The notice of motion shall state the grounds of appeal or the grounds for the application, as the case may be, and the date mentioned in the notice for the hearing of the appeal or application shall be not less than twenty-eight days after the service of the notice.

63.—(1) The appellant or applicant, as the case may be, shall within seven days after service upon the district auditor of the notice of motion file at the Crown Office a copy of the notice and an affidavit or affidavits setting out the reasons stated by the auditor for his decision and the facts upon which the appellant or applicant intends to rely at the hearing and thereupon the motion shall be set down for hearing in the Crown paper.

(2) If the notice of motion is not set down in accordance with this Rule, either the local authority or the district auditor may apply to the Court, upon notice to the appellant or applicant, as the case may be, for an order discharging the notice of motion and for the costs of the application.

64. In the case of an application under subsection (2) of section 2 of the Act—

(*a*) The applicant shall cause notice of his intended application to be published once at least in each of two successive weeks in some newspaper circulating in the area of the authority to whose accounts or to the accounts of whose officer the surcharge relates, and one at least of such publications shall be made before the date on which a copy of the notice of motion is filed at the Crown Office;

(*b*) The notice shall set out the nature of the intended application and shall state that any ratepayer or owner of property in the area may, upon payment at the usual rate, obtain at an address to be specified in the notice copies of the notice of motion and of any affidavit intended to be used in support thereof, and may appear at the hearing of the application and may, whether he so appears or not, file an affidavit in opposition to the application;

(*c*) Upon the hearing of the application any ratepayer or owner of property in the area may appear and be heard in opposition thereto;

(*d*) Any such ratepayer or owner, in lieu of appearing in opposition to the application, may, not less than four days before the hearing, transmit by post to the Crown Office, together with a fee of 5s., an unstamped affidavit setting forth the grounds of his opposition and any facts which he may consider to have a material bearing upon the application, and the Court shall take into consideration the contents of such affidavit;

(*e*) No order shall be made for the payment of costs by or to a ratepayer or owner of property who files an affidavit, or appears in opposition to the application;

(*a*) 17–8 G. 5, c. 31.

(*f*) An affidavit proving compliance with paragraphs (*a*) and (*b*) of this Rule shall be filed at the hearing of the application.

65. The appellant or applicant, as the case may be, shall deliver forthwith to the authority and to the district auditor a copy of any affidavit filed under Rule 63 in support of the motion, and any person (including a ratepayer or owner of property) intending to oppose the motion shall, four days at least before the hearing, deliver to the appellant or applicant, as the case may be, a copy of any affidavit intended to be filed by him in opposition to the motion. Except by leave of the Court an affidavit shall not be used at the hearing unless a copy or copies thereof have been delivered in accordance with this Rule.

66. Notice of appeal against a surcharge and notice of an application in respect of the same surcharge may be combined in one notice of motion, and facts relevant either to the appeal or to the application may be set out in one affidavit.

67. Where under Rule 61 a notice of motion is served upon a district auditor other than the auditor who gave the decision, that auditor may appear in opposition thereto in all respects as if he were the auditor by whom the decision was given, and these Rules and any statutory provisions as to costs or otherwise shall apply accordingly.

68. (1) An application for an Order directing the Minister of Health to state a special case under subsection (1) of section 2 of the Act shall be made to a Divisional Court of the King's Bench Division by way of an *ex parte* motion for a rule *nisi* supported by affidavit.

(2) No such motion shall be entertained by the Court unless—

(*a*) application was made to the Minister to state a special case before his decision upon the appeal was communicated to the appellant; and

(*b*) the motion is made on one of the first three days on which the Court sits for hearing *ex parte* motions next after the date on which the Minister's refusal to state a special case is communicated to the appellant.

69. (1) A special case stated by the Minister of Health under subsection (1) of section 2 shall be signed by him or by such person as he may authorise in that behalf.

(2) The Minister shall deliver copies of the special case to each party to the appeal and shall file it at the Crown Office and it shall thereupon be set down for argument in the Crown paper as if it were a case stated by justices.

70. In this Part of this Order "the Act" means the Audit (Local Authorities) Act, 1927.

7. The following Rules shall be inserted after Order LVB and shall stand as Order LVC and Order LVD, respectively :—

"ORDER LVC.

Proceedings under the Companies Acts, 1908 to 1917.

1. All proceedings in the High Court commenced under the Companies Acts, 1908 to 1917 (in this Order called "the Acts") shall be assigned to the Chancery Division of the Court.

2. Appeals from orders made under the Acts by a County Court shall be heard by a Divisional Court of the Chancery Division. Rules 7, 8, 10, 11, 12, 14, 16 and 17 of Order LIX shall apply to such appeals the words "Office of the Registrar Companies Winding Up" being deemed to be substituted in Rule 11 for the words "Crown Office Department of the Central Office."

ORDER LVD.

Reference under the Cinematograph Films Act, 1927,(b)

1. Every reference to the High Court under section 9 (1) of the above mentioned Act (in this Order called the Act) shall be assigned to the Chancery Division.

2. Any person aggrieved by any such refusal or decision of the Board of Trade as is mentioned in section 9 (1) of the Act may within twenty-one days of the refusal or decision or within such further time as the Court may allow give to the Board of Trade notice in writing requiring the matter to be referred to the Court, and the Board of Trade shall within seven days of the receipt of the notice refer the matter to the Court by lodging the notice duly endorsed as "referred" with the Chief Master of the Chancery Division, and shall give notice in writing to the person aggrieved that the lodgment has been made.

3. Within fourteen days of the receipt by the person aggrieved of the notice of lodgment or such further time as the Court may allow, the person aggrieved may issue an originating summons (as near as may be in the Form 1B in Appendix K) asking to have the referred matter determined by the Court.

4. The originating summons shall be intituled in the matter of the name of the person aggrieved and in the matter of the Act.

5. The Board of Trade and such other person or persons if any as the Court may direct shall be respondents to the originating summons.

6. Any application for the extension of time for the doing of any act under this Order may be made by the party seeking the extension *ex parte* to any Judge of the Chancery Division.

7. Service of any document required to be served on the Board of Trade shall be effected by serving the document upon the Solicitor to the Board of Trade, Great George Street, S.W.1.

8. The costs of all proceedings under this Order shall be in the discretion of the Court."

8. In Rule 4 of Order LIX after the words "Admiralty Division" there shall be inserted the words "and appeals to a Divisional Court or a Judge of the Chancery Division."

9. These Rules may be cited as the Rules of the Supreme Court (No. 1), 1928, and shall come into operation on the 10th day of April, 1928, and the Rules of the Supreme Court, 1883, shall have effect as amended by these Rules.

Dated the 19th day of March, 1928.

Cave, C.

(b) 17–8 G. 5, c. 29.

Legal Notes and News.

Honours and Appointments.

The King has appointed Mr. ERNEST WINGATE WINGATE-SAUL, K.C., to be Umpire under the Unemployment Insurance Acts, in succession to the late Mr. Joseph G. Pease, C.B.E. Mr. Wingate-Saul was called to the Bar in 1897, and took silk in 1919.

The Lord Chancellor has appointed Mr. OWEN THOMPSON, K.C., to be a Judge of County Courts, and has made the following arrangements upon the vacancy caused by the death of His Honour Judge Dobb :—

His Honour Judge HARGREAVES to be the Judge of the Lambeth, Bromley, Dartford, Gravesend, Maidstone, Sevenoaks, Tonbridge and Tunbridge Wells County Courts;

His Honour Judge THOMPSON, K.C., to be the Judge of the Brentford, East Grinstead, Horsham and Waltham Abbey County Courts and to sit as additional Judge at Bow and Lambeth County Courts.

Mr. ARTHUR LEE ELLIS, barrister-at-law, and Mr. CHARLES ALAN BENNETT, K.C., have been elected benchers of the Honourable Society of Lincoln's Inn, to fill the vacancies caused by the death of the late Mr. James George Wood and the late Lord Oxford and Asquith. Mr. Ellis was called to the Bar in 1882, and Mr. Bennett was called in 1900, and took silk in 1923.

Mr. ERNEST HUMBERT, solicitor, of the firm of Messrs. Taylor & Humbert, 4 Field-court, Gray's Inn, W.C.1, has been appointed a Director of the Equity & Law Life Assurance Society, 18 Lincoln's Inn Fields. Mr. Humbert was admitted in 1877.

Mr. HARRY ISHERWOOD, solicitor, Deputy Town Clerk of Dewsbury, has been appointed Town Clerk of Bacup.

Mr. JAMES AUBREY CROMPTON, M.A., LL.B., Assistant Solicitor in the office of Mr. Josiah Green, Town Clerk of Bristol, has been appointed Deputy Town Clerk of Reading. Mr. Crompton was admitted in 1923.

Professional Partnerships Dissolved.

JOHN GEORGE MAXWELL BROWNJOHN and LIONEL MELVILLE CLARK, solicitors, 5, Raymond-buildings, Gray's Inn, W.C.1 (Maxwell Brownjohn, Clark and Co.) by effluxion of time as from 25th March. L. M. Clark will continue to practise under the style of Maxwell Brownjohn, Clark and Co.

J. H. ROUND and O. L. BERGENDORFF, solicitors, Dudley and Birmingham (S. Guest, Hooper and Co.), by mutual consent as from 31st March. J. H. Round will continue to practise at above addresses under the style of Hooper, Round and Co. O. L. Bergendorff will in future practise in his own name at Dudley.

HENRY GOUGER STAPYLTON-SMITH, HENRY MILES STAPYLTON-SMITH and LESLIE JOHN DOUGLAS-MANN, solicitors, Bexhill, Sussex (Prance, Stapylton-Smith and Son), as from 31st March, by mutual consent, so far as concerns L. J. Douglas-Mann, who retires from the firm.

THOMAS GEORGE DOBBS and KENNETH GILL SMITH, solicitors, Worcester and Evesham, under the style of Dobbs and Gill Smith, as from 25th March, by mutual consent. T. G. Dobbs will continue to practise at Worcester. K. G. Smith will continue to practise at Evesham.

HIRE-PURCHASE BILL.

We understand that the Incorporated Society of Auctioneers and Landed Property Agents is making arrangements to oppose the second reading of the above Bill, due on the 4th May next.

COMMITTEE OF INQUIRY ON LEAD-ETHYL PETROL.

At the preliminary meeting of the Committee, which was held on the 20th inst., the existing information regarding lead-ethyl petrol was considered, and the question of procedure discussed. The next meeting of the Committee will be held in Room 61, Second Floor, H.M. Office of Works, St. James' Park, S.W.1, at 11 a.m., on Monday, 30th April, and evidence will then be taken from the Air Ministry and the Anglo-American Oil Company. The proceedings at that meeting will be open to the public. The duty of the Committee is to ascertain whether the use of ethyl-petrol is in any way dangerous to health, and any persons wishing to give evidence on this question should communicate with the Secretary of the Committee, at the Ministry of Health, Whitehall, S.W.1.

ALLIANCE ASSURANCE COMPANY, LIMITED.

The Directors of the Alliance Assurance Company, Limited, have resolved to declare, at the annual general court, to be held on the 16th May next, a dividend of 18s. per share (less income tax) out of the profits and accumulations of the Company at the close of the year 1927.

An interim dividend of 8s. per share (less income tax) was paid in January last, and the balance of 10s. per share (less income tax) will be payable on and after the 5th July next.

LEGITIMACY ACT.

Judge Bairstow, at the Clerkenwell County Court had before him recently an application by the mother of two children, under the Legitimacy Act, 1926, for a declaration that they were legitimate, she having married their father subsequent to their birth. Mr. V. E. Farr, representing the Attorney-General, said that the paternity of the children was not disputed, but the questions arose whether the father was domiciled in this country or Scotland, and whether the children were already legitimate under Scottish law. The applicant said that her husband told her he was born in Scotland. After the marriage he went to see his mother in Scotland, and died there. Judge Bairstow, who adjourned the application for proof of domicile, remarked that if the children were legitimate in Scotland, where the father was domiciled, he did not think it would matter whether they were legitimate here or not. But to grant the application he must have real evidence that the father was domiciled in England or Wales.

AUCTIONEERS' BENEVOLENT FUND.

The late Sir Edwin Evans, who was a member of the Auctioneers' and Estate Agents' Institute for over forty years, left a sum of £500, free of duty, to the benevolent fund of that society. The fund has just been increased by the gift of a sufficient sum to found an annuity which will bear the name of the donor, Mr. J. Charles Goldsack (Ramsgate), the chairman of the Kent, Surrey, and Sussex branch of the institute.

EMBEZZLEMENT BY PUBLIC OFFICER.

Henry Percy Baldock, formerly clerk to the Elham Rural Council, was committed for trial at Seabrook, Hythe, Police Court recently for embezzling a cheque for £39 6s. and £7 in money, which he received on behalf of the council. He was formerly assistant clerk to the magistrates who heard the case, and clerk of the peace for Hythe.

SOLICITOR FOUND DEAD.

The body of Mr. James Henry Sturgess, J.P., solicitor, aged fifty-five, of Atlantic House, Holborn-viaduct, and of Elm-grove, Cricklewood, was discovered by schoolboys in Munden-drive, on the Watford (Herts) estate of the Hon. A. Holland-Hibbert, last Saturday. A bottle of disinfectant was found beside the body.

Mr. Sturgess, who had been missing since he left his office about lunch-time the previous day had been for many years a member of the Hendon Urban District Council, but retired quite recently.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 10th May, 1928.

	Middle Price 25th April	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	87⅝	4 11 6	—
Consols 2½%	56¼	4 8 6	—
War Loan 5% 1929-47	103	4 17 0	4 18 9
War Loan 4½% 1925-45	98½	4 11 6	4 16 6
War Loan 4% (Tax free) 1929-42	100¼	4 0 0	4 0 0
Funding 4% Loan 1960-1990	91	4 8 0	4 14 0
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years	93¾	4 6 0	4 7 0
Conversion 4½% Loan 1940-44	98½	4 12 0	4 16 0
Conversion 3½% Loan 1961	77⅝	4 10 6	—
Local Loans 3% Stock 1921 or after	65½	4 12 0	—
Bank Stock	264	4 11 0	—
India 4½% 1950-55	92½	4 17 0	5 0 0
India 3½%	71	4 19 0	—
India 3%	61	4 19 0	—
Sudan 4½% 1939-73	96	4 14 6	4 17 0
Sudan 4% 1974	84xd	4 15 6	4 17 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	84	3 13 0	4 6 0
Colonial Securities.			
Canada 3% 1938	86	3 12 0	4 18 0
Cape of Good Hope 4% 1916-36	93	4 6 0	5 0 6
Cape of Good Hope 3½% 1929-49	82	4 6 0	5 0 0
Commonwealth of Australia 5% 1945-75	100	5 0 0	5 2 6
Gold Coast 4½% 1956	94	4 15 6	4 17 6
Jamaica 4½% 1941-71	93	4 16 0	4 18 6
Natal 4% 1937	93	4 5 0	5 0 0
New South Wales 4½% 1935-45	91	4 19 0	5 7 0
New South Wales 5% 1945-65	99	5 1 0	5 3 0
New Zealand 4½% 1945	96	4 13 0	4 17 6
New Zealand 5% 1946	104	4 16 6	4 16 6
Queensland 5% 1940-60	98	5 2 0	5 3 0
South Africa 5% 1945-75	103	4 17 6	5 0 0
South Australia 5% 1945-75	99	5 1 0	5 0 0
Tasmania 5% 1945-75	101	4 19 0	5 0 0
Victoria 5% 1945-75	99	5 1 0	5 0 0
West Australia 5% 1945-75	99	5 1 0	5 2 0
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	63	4 15 6	—
Birmingham 5% 1946-56	103	4 17 0	4 17 0
Cardiff 5% 1945-65	102	4 18 0	4 18 0
Croydon 3% 1940-60	70	4 5 6	5 0 0
Hull 3½% 1925-55	78	4 10 0	5 0 0
Liverpool 3½% Redeemable at option of Corporation	74	4 14 6	5 0 0
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	55¼	4 10 6	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65½	4 12 6	—
Manchester 3% on or after 1941	64	4 13 6	—
Metropolitan Water Board 3% 'A' 1963-2003	64	4 13 0	4 17 0
Metropolitan Water Board 3% 'B' 1934-2003	66	4 11 0	4 15 6
Middlesex C. C. 3½% 1927-47	84	4 3 6	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	63	4 15 6	—
Stockton 5% 1946-66	102	4 18 6	4 19 0
Wolverhampton 5% 1946-56	102	4 18 0	5 0 0
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture	86	4 13 0	—
Gt. Western Rly. 5% Rent Charge	104	4 16 6	—
Gt. Western Rly. 5% Preference	101	4 19 0	—
L. & N. E. Rly. 4% Debenture	83	4 16 6	—
L. & N. E. Rly. 4% Guaranteed	78	5 2 6	—
L. & N. E. Rly 4% 1st Preference	69	5 16 0	—
L. Mid. & Scot. Rly. 4% Debenture	85	4 14 6	—
L. Mid. & Scot. Rly. 4% Guaranteed	83	4 16 6	—
L. Mid. & Scot. Rly. 4% Preference	78½	5 2 0	—
Southern Railway 4% Debenture	85	4 14 0	—
Southern Railway 5% Guaranteed	101	4 19 0	—
Southern Railway 5% Preference	96	5 4 0	—

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Russell.
M'nd'y April 30	Mr. Ritchie	Mr. Hicks Beach	Mr. Jolly	Mr. Synge
Tuesday May 1	Bloxam	Synge	Ritchie	*Jolly
Wednesday 2	Jolly	More	Synge	*Ritchie
Thursday . 3	Hicks Beach	Ritchie	Jolly	*Synge
Friday 4	Synge	Bloxam	Ritchie	Jolly
Saturday .. 5	More	Jolly	Synge	Ritchie
	Mr. Justice Romer.	Mr. Justice Astbury.	Mr. Justice Tomlin.	Mr. Justice Clauson.
M'nd'y April 30	Mr.*Ritchie	Mr. More	Mr. Hicks Beach	Mr. Bloxam
Tuesday May 1	Synge	Hicks Beach	*Bloxam	*More
Wednesday 2	*Jolly	Bloxam	More	*Hicks Beach
Thursday . 3	Ritchie	More	*Hicks Beach	*Bloxam
Friday 4	*Synge	Hicks Beach	Bloxam	*More
Saturday .. 5	Jolly	Bloxam	More	Hicks Beach

*The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

HIGH COURT OF JUSTICE—CHANCERY DIVISION.
EASTER SITTINGS, 1928.

Witness List. Part I.

Continued from page 274.

Lloyds Bank ld v Lewis
Coxhead v Ortweiler
Salmen v Beer
Lindsay v Whale
Quarterly Dividends v Hill
Walker v Kimsey
Marsh v Griffith
Edwardes v Edwardes
Roose v Roose
Reichenberg v Burgess
British Thomson-Houston Co ld v Weiss, Biheller & Brooks ld
Re Duly Potter v Ovenden (with witnesses)
Pryor v Sanders
Woodall-Duckham (1920) ld v Hardwicke
Jarrett v Jarrett
Brooks v Associated Portland Cement Manufacturers ld
Wheeler v Stuart
Done v Williams
Stringer v Davey
Chinery v Chinery
Frank v Frank
Lifton v Teff (with witnesses)
Re Kent Jeffery v Kent
J Salmon & Son ld v Rawlins
Love & Malcomson ld v Biggart
Regents Park Development Co ld v Saunders-Jacobs
Zimbler v Jacobs
Chaney v Maclow
White & Co v English Colonial & Foreign Trust ld
Lawrence v Litholite Insulators ld
Johnson v Clarke
Bridger v Booth
National Provincial Bank ld v Davies & Son
Re Companies (C) Act, 1908 Re F E Stanton
Chamberlain v Denny
Gardner & Co ld v Cone
Beard v Jonesco
Artick v Sinclair
Adelmann & Ham Boiler Corpn v Llanrwst Foundry Co
Attorney-General v Birkenhead Corpn
Haworth v Connell
Hunt v Sullivan
Aerograph Co ld v Attwood's Spraying Equipment ld
Re Willmott Widdicombe v Taylor
Marconi Wireless Telegraph Co ld v Alphian Wireless ld
Grant v Derwent
Watts v Elliott
Billing v Johnson

COMPANIES (WINDING UP) AND CHANCERY DIVISION.

Companies (Winding Up).
Petitions (to wind up).

Alliance Bank of Simla ld (petn of L W Warlow-Harry—ordered on May 6 1924 to s.o. generally)
Robert Young's Construction Co ld (petn of London Asphalte Co ld—s.o. from Jan 20 1925—liberty to apply to restore)
H A P P Tanning Co ld (petn of J B Maclean and ors—ordered on June 2 1926 to s.o. generally)
Trinidad Land & Finance Co ld (petn of A H Clifford & anr, trading as Clifford & Clifford—ordered on June 15 1926 to s.o. generally)
British Baltic Development Co ld (petn of A Vercoutere—ordered on March 5 1928 to s.o. generally—liberty to apply to restore)
J Lashwood ld (petn of Etablissements Arnold Greif—s.o. from March 12 1928 to April 23 1928)
General Radio Co ld (petn of H Clarke & Co (London) ld—s.o. from March 19 1928 to April 30 1928)
A Roberts & Co ld (petn of T C Jones & Co ld—stand over from March 12 1928 to April 23 1928)
London Theatres of Varieties ld (petn of J J Fortescue—stand over from April 3 1928 to April 19 1928)
Cecil Hodges & Co ld (petn of J Jarvis & Sons ld—stand over from April 2 1928 to April 30 1928)
Astley Mills Co ld (petn of S Bradley)
La Galerie Vendome (Bond Street) ld (petn of M G Harker & anr trading as Harker Rubens & Co)
Allan Cleaver & Co ld (petn of Societe Scim & Etablissements Ch Jean Reunis)
Toldish Tin Mines ld (petn of C E Churchill & anr practising as Churchill Clapham & Co)
Jodix ld (petn of J Stone & Co ld)
Graham Marsh & Co ld (petn of J E Tugwell)
Ord Hamilton ld (petn of E R Alexander & Sons ld)
Hydraulic Cable Brakes ld (petn of S T Hayley)
C Koch & Co ld (petn of H N Brinson & Co)
Graham Marsh & Co ld (petn of A Owen)

Chancery Petitions.

Hull Oil Manufacturing Co ld & reduced (to confirm reduction of capital)
Paul Ruinart (England) ld & reduced (same)
Dennis Brothers ld & reduced (same)
John Keenan & Co ld & reduced (same)
London & County Land & Building Co ld & reduced (same)
Thomas S Jackson & Sons ld & reduced (same)
Morel ld & reduced (same)
David Little & Co ld & reduced (same)
Lumbwa Estates ld & reduced (same)
A A Jones & Shipman ld & reduced (same)
City of San Paulo Improvements & Freehold Land Co ld & reduced (same)
Northampton Electric Light & Power Co ld & reduced (same)
Cardiff Steam Navigation Co ld & reduced (same)
Brooksbanks (Casemakers) ld & reduced (same)
Watson Saville & Co ld & reduced (same)
Belgravia & General Investment Co ld & reduced (same)
Pencisely Steamship Co ld & reduced (same)
Tanganyika Development Co ld & reduced (same)
Overton Steamship Co ld & reduced (same)
Marshall Press ld & reduced (same)
Bassetts ld & reduced (same)
Smeed Dean & Co ld (to confirm alteration of objects)
Metropolitan Life Assurance Society (same)
E W Rudd ld (to confirm re-organisation of capital)
Delhi Electric Supply & Traction Co ld (same)

Companies (Winding up).
Motions.

John Dawson & Co (Newcastle-on-Tyne) ld (s.o. generally)
S Jacobs & Co ld (ordered on March 15 1921 to s. o. generally)
H C Motor Co ld (ordered on July 5 1921 to s. o. generally)
Corbridge Steamship Co ld (ordered on Dec 15 1925 to s. o. generally)
R Maurice & Co ld (ordered on April 5 to s. o. generally)

Adjourned Summonses.
Companies (Winding up).

Vanden Plas (England) ld (with witnesses)
Fairbanks Gold Mining Co ld (ordered on July 26 1921 to s. o. generally)
Blisland (Cornwall) China Clay Co ld (ordered on Dec 16 1921 to s. o. generally)
Atkey (London) ld (ordered on Jan 22 1924 to s. o. generally)
Direct Fish Supplies ld (ordered on Feb 3 1925 to s. o. generally)
Consolidated Produce Corpn ld (application of Sir E Bellingham—with witnesses—ordered on Dec 7 1926 to s. o. generally)
Same (application of H Williams—with witnesses—ordered on Dec 7 1926 to s. o. generally)
Same (application of I Hayams—with witnesses—ordered on Dec 7 1926 to stand over generally)
James Beck Cotton Spinning Co (ordered on June 28 1927 to s. o. generally)
British Berna Motor Lorries ld (appln of G A O'Hanlon—with witnesses)—ordered on Dec 7 1927 to s. o. generally)
Same (appln of C W Grimwade—with witnesses—ordered on Dec 7 1927 to s. o. generally)
British Berna Motor Lorries ld (appln of Hudsons Consolidated ld & ors—with witnesses—ordered on Dec 7 1927 to s. o. generally)
Wilts & Somerset Farmers ld
City Equitable Fire Insurance Co ld
L Milano ld (with witnesses)
National Benefit Assurance Co ld
Wareham Electric Supply Co ld
Profits & Income Insurance Co ld
Arnold J Van den Bergh ld

Chancery Division.

French South African Development Co ld Partridge v French South African Development Co ld (ordered on April 2 1914 to s. o. generally pending trial of action in King's Bench Division)
Economic Building Corpn ld (with witnesses) (ordered on July 3 1923 to s. o. generally)
Economic Building Corpn ld (ordered on July 3 1923 to s. o. generally)
Coastcon Steamship Co ld Henniker-Heaton v Coastcon Steamship Co ld

Before Mr. Justice Astbury.

Re Appeal from Justices of Middlesex.
Re Guardianship of Infants' Acts, 1886 and 1925.
Re Ponting (pt hd) (s.o.)

Short Cause.

Re H B Bardley & Co ld Solomons v The Company

Further Considerations.

Re Gilbert Crisp v Parker
Re Morris Burrows v Morris

Adjourned Summonses.

Re Villar Public Trustee v Villar
Re Hull Hull v Hull (restored)
Booth v Amalgamated Marine Workers' Union (pt hd)
Westminster Bank ld v Woodhead
Re Huskisson Burrough v Dixon
Re Trade Marks Acts, 1905 to 1919 Re Application Nos. 476,519 and 467,520 Re Leedham & Heaton ld
Re Ashbourne De Versan v Ashbourne
Re Elrington-Bisset Warner v Tottenham
Re Coupland Coupland v Coupland
Re Hayles Westminster Bank ld v Hayles
Re Mastern Fellows v Elford
Re Howden & Hyslop's Contract Re Law of Property Act
Re Moore Moore v Moore
Re Webb Hoyes v Welch
Re Glyncorrwg Colliery Co ld Railway Debenture & General Trust Co ld v The Company
Re Jones Neatby v Att-Gen
Re Garrett Clay v Garrett
Ultramar Co ld v Minerals Separation ld
Re Marsham Marchant v Marsham
Re Dalton Dalton v Christmas
Re Cope Gardner v Cope
Re Whitting Williamson v Whitting
Re Rothwell Public Trustee v Rothwell
Re Jerram Rothea v Walker
Re Fletcher Helder v Fletcher

Before Mr. Justice Tomlin.

Assigned Adjourned Summons.

Re Horstman's Patent & re Patents and Designs Acts, 1907 and 1919

Witness List.—Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 hours.

Nicholl v Hammond
Brewster v Ratsey
Kleinwort, Sons & Co v Auto-Strop Safety Razor Co ld
Sinclair v J Bennett (Billingsgate) ld (not before May 1)
Bassous v Bassous
Gallagher v Dessau (not before May 1)
Farnol v Farnol Same v Kelly (consolidated actions)
Lefevre v Parks
Re Ideal Refreshment Bars ld Pearson v The Company
Dott v Corrigan
Lloyds Bank v Jeffs
Levy v Worton
C C Wakefield & Co ld v Board
Davidson v Victoria Billposting Co ld
Hobbs v Strugnell
Hearn v Marshall
Hinton v Denville
Cockerill v McArthur
Danin v Administrator of German Property
Landman v Nove
Story v Story (restored)
Banco Espanol Delrio De La Plata v White
Brown v Brown

Before Mr. Justice CLAUSON.

Witness List.—Part II.

Adria S A Di Navigaziome Mauttina v Administrator of Hungarian Property (s.o. for Att-Gen)
Re Macdonald Moore v Lindsay (s.o. until after return of Commission)
Mürrle v The Administrator of German Property (s.o. for Att-Gen)
Nottingham Corpn v Barton
Vane v Famous Players Film Co ld (s.o.)
Re Gribble Gribble v Full
Townly v Fortnum & Mason ld
Nicholson v Wigton U D C
Att-Gen v Stokesley R D C
Main v Catling
Tilling-Stevens Motors ld v Kent C C (s.o. for Att-Gen)
Medland v Garrett
Davies v Ripon Corpn
Att-Gen v Tasker
Davidson v Newall & Clayton
Beindorff v F Chambers & Co ld
Jenkins v Watkins
Sheet Iron Workers & Light Platers Soc v Boilermakers and Iron & Steel Shipbuilders Soc (not before May 8)
Re Maryland Syndicate ld Ambatielo v The Company
Wimperis v Samuelson
Hobart Manufacturing Co ld v Bird
Maybury v Spickernell
Drew v Purkis
King v Cotching
Leptophone Corpn v Premier Electrical Stores
Re Sacks Sacks v The Trustee
Chambers v W Richards & Co
Pilchers ld v Hays Wharf ld
Re Cathcart Cathcart v Cathcart (with witnesses) (fixed for April 18)
Re Cathcart & re Guardianship of Infants' Act (with witnesses) (fixed for April 18)
Re Da Costa Fink v Da Costa (with witnesses)
Lee v Bateson
Neale v Chadbourne
Baxter v Welsh (fixed for April 30)
Beaver v Bluston
Blay v Bowden
A E Jenks & Cattell ld v Richards
Frais v Garnett

KING'S BENCH DIVISION

CROWN PAPER.

For Argument.

Marsland v Taggart
The King v Dummett, Esq., Metropolitan Police Magistrate & anr (expte Commissioner for Police)
Jennings v Jones
The King v Watson, Esq., Metropolitan Police Magistrate & anr (expte Everett)
The King v Mayor, &c of Borough of Tenterden (expte Smith)
Jones v Dobbin
Menzies v Executor of William Prewett
The King v Judge of Salford County Court & ors (expte Chadwick & anr)
Territorial Army Assoc of Devon v Mayor, &c of Plymouth (Acquiring Authority)
The King v Temple, Esq & ors, JJ. of Wilts (expte Billing, Jarrett, Read & Co ld)
The King v Morrow, Esq, Stipendiary Magistrate (expte Laverton)
The King v Webb, Esq & ors, JJ. of Kent (expte Smith)
The King v Same (expte Same)
Meekings v Meekings
Cook v Fretwell
Knapper v Wolstomton United U D C
Linton & Anr v The Lord Mayor, &c of Newcastle-on-Tyne
Evans v Morgan
The King v Freeman, Esq & ors, JJ. of Middlesex (expte Staines U D C)
Von Georg & Co v Dexters ld
Neal v Guy
The King v Flaxton R D C (expte Pulleyn)
Pickup v Dental Board of the United Kingdom
In re a Solicitor
Hayes v Curtis
Jeffries v Jones
Barker v Gabriel Wade English ld
White v Gale
Roberts v Parkes
Instanter Garage ld v Guardian Assurance Co ld
Lawrence v Martin
Barson v Camberwell Borough Council
Bell v Dickinson
Jones v Wilson
The King v Editor of "The Tablet" (expte Romer)
The King v Williams (expte Whitchurch Golf Club and ors)
The King v Assessment Committee of No. 1 or South Western Area of County of Durham (expte Bolckow, Vaughan & Co ld)
Bennett v Ewens
Gascoyne v Scarsdale Brewery Co ld
Thomas v Thos Bolton & Sons ld
The King v Gee, Esq & anr, JJ. of Huddersfield and Evans (expte Moore)
The King v Gee, Esq & anr, JJ. of Huddersfield and Thompson (expte Moore)
The King v Matthews, Esq & ors, JJ. of Middlesex

CIVIL PAPER.

For Hearing.

N V Handel Maatschappij Leo Peltenburg v Aronson
M Hayes & Sons ld v Bishop (Mayor's & City of London Court)
Parker v W Leet & Son ld (Shoreditch County Court)
Taylor v Thompson (Mayor's & City of London Court)
Pollak v Donald Campbell & Co ld
Pollak v Donald Campbell & Co ld
Wooster & anr v Mason (Westminster County Court)
Richards v Levin (Westminster County Court)
Mansfield v Robinson (Great Grimsby County Court)
Bell v Draper (Widnes County Court)
Lord Mayor, &c of Bristol v Virgin & ors (Bristol County Court)
Simson v Miatts (Clerkenwell County Court)
Chambers v Barr (Maidstone County Court)
Brooke v Bool (Westminster County Court)
Myers v Oldschool
Childs v Thake (Kingston-on-Thames County Court)
Cathcart & Cathcart v Connole, Rickeard & Green
Joel & Wife v Lynch-Staunton
Ellis & anr v Wilson (Kingston-on-Thames County Court)
Grinham & anr v Davies (Shoreditch County Court)
May v Challenor & anr (Oxford County Court)
Foulds v Foulds (Altrincham County Court)
Barker v Hutson (Brentford County Court)
Williams v Jones (Llangefni, Holyhead & Menai Bridge County Court)
Sutton v Parnell (Nuneaton County Court)
A Rowland & Co ld v Rush (Croydon County Court)
Floyd v McTavish (Marylebone County Court)
Dreweatt, Watson & Barton v Coles (Newbury County Court)
Goridge v Broughton (Redhill County Court)
Cremieu-Javal v Dickinson & ors (West London County Court)
West Wales Joint Board for the Mentally Defective v Delme, Davies, Evans and Dan Phillips (Carmarthen County Court)
Finlay v H Goldstein & Co ld (Shoreditch County Court)
Goldstein v Weinstalbaum (Bloomsbury County Court)
Ratkinsky v Jacobs (Shoreditch County Court)
Freeman v Brown (West Hartlepool County Court)
Dix v Fox (Brompton County Court)
Holloway v Richards (Brompton County Court)
Proctor & anr v Skelton (Great Grimsby County Court)
Smee v Welland (Hastings County Court)
Russian Oil Products ld v Caucasian Oil Co ld
Kearley v Nicholls (Brentford County Court)
Wilson v Kearley & anr (Brentford County Court)
Mordecai v Brighton United Ex-Service Men's Club ld (Brighton County Court)
C P Kinnell & Co ld v Ash (Southwark County Court)
Craske v Scottish Legal Life Assce Soc ld
Mather Lane Spinning Co (1920) ld v Talbot (Leigh County Court)
Turner v Walker (Newport County Court)
Slaters ld v Hales (West London County Court)
Tont v Tont
Jones & ors v Edwards (Bala & Corwey County Court)
Palmer & anr v Sanders & anr (Clerkenwell County Court)
Powell v Davey & anr (Bromley County Court)
Solomons v Findlay (Westminster County Court)
Crane v P & S Road Materials Transport ld (Westminster County Court)
Smith v W Sharpin & Samuelson New Transport Co (Westminster County Court)
Bartram v Brown & Odell, Hibbard & Co (Clerkenwell County Court)
Ehrmanns v M E Gerald Hotels ld (Westminster County Court)
Smith v W Sharpin & Samuelson New Transport Co (Westminster County Court)
Mitchell v Gaston (Mayors' & City of London Court)
Whitby R D C v Agar (Whitby County Court)
Hodgkinson v Hewitt (Sheffield County Court)
Williams Deacons Bank ld v Catlow (Blackpool County Court)
Moore & ors v Goldberg (West London County Court)
Smith v Stage Pictorial Publishing Co ld (Westminster County Court)
Lambert v Hotel Cecil ld (Westminster County Court)
James v Quarterly Dividends ld (Bristol County Court)
Green v Morganti (West London County Court)
Moulil v Fitch & Gibbons (Edmonton County Court)

SPECIAL PAPER.

Karinjee, Jivanjee & Co. v. Wm F Malcolm & Co
Same v Same (fixed April 17, Roche, J)
Clan Line Steamers ld v The Board of Trade

MOTION FOR JUDGMENT.

Becker v Forbes
Roberts v Moore

APPEALS AND ISSUES UNDER THE UNEMPLOYMENT INSURANCE ACT, 1920.

In the Matter of an Application by Minet (re Mackay)
In the Matter of a Reference by the Minister of Labour (re Rowland & anr)
Same (re Barry & anr)

REVENUE PAPER.

English Information.

Attorney-Gen and Claud Effie Bergin
Attorney-Gen and The London & North Eastern Ry Co & ors
Attorney-Gen and John Edward Rudge

Cases Stated.

The Charterland & General Exploration & Finance Co ld and Commrs of Inland Revenue
T Haythornthwaite & Sons ld and T Kelly (H M Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
James Shipstone & Sons ld and G C Morris (H M Inspector of Taxes)
H D Beynon (H M Inspector of Taxes) and Thomas Wells Thorpe
R & H Green & Silley Weir ld and Commrs of Inland Revenue Commrs of Inland Revenue and R & H Green and Silley Weir ld
E C Carpenter ld and Commrs of Inland Revenue
C B Daw and Commrs of Inland Revenue
W F B Daw and Commrs of Inland Revenue
Mrs K I Duff-Dunbar and Commrs of Inland Revenue
Mrs V O Mackintosh and Commrs of Inland Revenue
A R Spiers and A D O Mackinnon (H M Inspector of Taxes)
Lionel Sutcliffe ld and Commrs of Inland Revenue
Commrs of Inland Revenue and Huntley & Palmers ld
Col F G Barker, Exor of A E Perkins, dec and Commrs of Inland Revenue
William France and John Lewis Farrand (H M Inspector of Taxes)
The Geologists' Association and Commrs of Inland Revenue
The Midland Counties Institution of Engineers and Commrs of Inland Revenue
Hunt & Co and R R Joly (H M Inspector of Taxes)
Charles Clifford & Son ld and Commrs of Inland Revenue
Charles Clifford & Son ld and E A Puttick (H M Inspector of Taxes)
A G Morley (H M Inspector of Taxes) and Lawford & Co
Brigg, Neumann & Co and Commrs of Inland Revenue Commrs of Inland Revenue and Brigg, Neumann & Co
A G Kneeshaw (H M Inspector of Taxes) and Clay & Horsfall
Commrs of Inland Revenue and Sir Charles W Macara, Bart
Exors of the Will of J N Robertson Roger and P T Horton (H M Inspector of Taxes)
The Royal Insce Co ld and J B Stephen (H M Inspector of Taxes)
Commrs of Inland Revenue and The South-West Lancashire Coal Owners Association ld
H P Shepherd and Commrs of Inland Revenue
C A Proctor and H E Ryall (H M Inspector of Taxes) H E Ryall (H M Inspector of Taxes) and C A Proctor
C A Proctor and H E Ryall (H M Inspector of Taxes) H E Ryall (H M Inspector of Taxes) and C A Proctor
William H Muller & Co (London) ld and Commrs of Inland Revenue
Commrs of Inland Revenue and Mrs Isabel Abecassis
W S Watkins (H M Inspector of Taxes) and G D Hugh Jones.

DEATH DUTIES—SHOWING CAUSE.

In the Matter of Arthur George Earl of Wilton, dec
In the Matter of John William Atkinson, dec
In the Matter of George Eli North, dec
In the Matter of Annie Sharpe, dec
In the Matter of George Bone, dec

PETITIONS UNDER THE FINANCE ACT, 1894.

In re William Francis Courthorpe, deceased
In re Baron Henry Edward E V Bliss, dec
In re Alice Mary Drew, dec

Continued from page xiv.

SOLICITOR B.A. (Cantab) and Honours, desires engagement. Conveyancing, Common Law or Chancery without supervision.—"K.L." Box 414, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR, expert conveyancer and advocate, admitted 1920, married, for several years on own account in provinces, desires post immediately; London, South or Midlands preferred. Salary by arrangement.—"R," Box 412, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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LONDON firm of solicitors desire to secure immediate berth for educated trustworthy man of impressive stature, who is leaving their service owing to reorganisation of practice. Expert process server and confidential investigator, skilful and successful; moderate salary accepted.—Write B. T., Box 345, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR, young, energetic and capable, requires post London; good experience; willing undertake advocacy, if required; salary by arrangement; temporary engagement might be considered.—"G.," Box 410, Solicitors' Journal, 29, Breams-buildings, E.C.4.

WANTED, preferably in South Wales or Monmouthshire, by solicitor of eight years' standing now in practice on his own account, Managing Clerkship or Assistant Solicitorship with a well-established firm, having an extensive practice, chiefly in Conveyancing. Accustomed to act without supervision, especially in Conveyancing and Probate matters and also willing to assist generally. Advocacy not objected to, if required. Welsh speaking. Full particulars together with copies of recent testimonials furnished on application to "A.B.," Box 343, Solicitors' Journal, 29, Breams-buildings, E.C.4.

LITIGATION and general practice managing clerk (40), unadmitted, requires appointment, London; disengaged; wide experience conveyancing, commercial, company formation; knowledge costs, bookkeeping, shorthand; connection.—Write "V," Box 415, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR (2nd Class Honours), with over 30 years' continuous experience in conveyancing, trust and probate work, willing to assist Solicitors by post.—"S." Box 312, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR'S Clerk desires re-engagement. Good all-round knowledge. Shorthand and typewriting. In or near Hastings preferred.—Box 37, Solicitors' Journal, 29, Breams-buildings, E.C.4.

CASHIER BOOKKEEPER, Kain's and other systems; solicitor's daughter; 11 years' legal experience; trust and estate accounts; income tax re-claims; knowledge conveyancing. Salary about £4 weekly. Highest references. London preferred.—"E.H." Box 400, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR, experienced in conveyancing, will assist solicitors by post.—Particulars "Y," Box 305, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (39), seeks appointment, preferably abroad. Legal or semi-Commercial, experienced Conveyancing, Probate, Income Tax, Trust A/cs., Finance and numerous business enterprises. One-time Chief Accountant, large firm. Some capital. Replies to "P.L.," Box 213, Solicitors' Journal, 29, Breams-buildings, E.C.4.

EX-OFFICERS AND OTHER RANKS.

The Proprietors of The Solicitors' Journal have placed this space at the disposal of THE BRITISH LEGION, OFFICERS' ASSOCIATION, EMPLOYMENT BUREAU, 3-4, Clement's Inn, Strand, London, W.C.2 (Telephone: Holborn 5769), to whom all replies should be addressed, quoting number of advertisement, date of insertion, and the name of this paper.

EX-OFFICER, 45, wants work, secretarial clerical, chauffeur. Will tackle anything and make a success of it. Dis.197.

EX-OFFICER, age 35, Cambridge University Grad., and ex-Civil Servant (Inland Revenue), good knowledge income tax and super tax practice, accustomed to responsibility and control, office routine and correspondence. Willing to take any position. Dis. 33

REPRESENTATIVE or Organiser, has extensive motor trade clientele, Hants, Wilts, Somerset, showing high turnover, past 7 years. Ex-Captain, excellent record, particularly in organisation and control large depots, staff stores and transport. 9152

EX-OFFICER, M.C., 35, desires situation as Secretary, chauffeur or Gentleman's chauffeur. Careful and competent driver. Five years' experience. 9149

EX-OFFICER, married, 33, anxious to obtain office employment, preferably Bournemouth or London. Experienced accounts or secretarial. 9154.

EX-OFFICER, matriculated, requires clerical or light employment; adaptable, willing to learn, take whole-hearted interest in work. Bias for figures, essay and letter-writing. Dis. 195

ARTICLED CLERKS.

ARTICLED CLERK (25) passed intermediate, desires transfer of articles. Two years unexpired. Small salary.—"B." Box 436, Solicitors' Journal 29, Breams-buildings, E.C.4.

ARTICLED CLERK.—Vacancy in old-established West Country firm. Following appointments held: Clerk to the Justices, Clerk to the Income Tax Commissioners, Steward of the Manor. Excellent opportunity to learn all branches of the profession.—"E." Box 349, Solicitors' Journal, 29, Breams-buildings, E.C.4.

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SOLICITOR wishes to purchase small practice in City for cash.—"B," Box 414, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, London, with good class practice, wishes to amalgamate with a substantial firm.—Reply "L.," Box 423, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR, practising own account, having well-situated offices London and good class business, wishes to meet another similarly situated with a view to amalgamation.—Reply "Z.," Box 424; Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITORS in Central London are desirous of acquiring a succession of entering into a working arrangement with a view to an amalgamation: moderate capital available.—"Lex," Box 428, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SUBSTANTIAL Capital available for first-class conveyancing succession after preliminary working arrangement. Vendor must be prepared to introduce the clients for some time.—Particulars to "B.," Box 408, Solicitors' Journal, 29, Breams-buildings, E.C.4.

PARTNER required in successful practice in southern county. Public school or University man preferably with private means.—"B." Box 401, Solicitors' Journal, 29 Breams-buildings, E.C.4.

PARTNERSHIP available in established firm of London solicitors for recently admitted man keen on advocacy. Police court and general practice; 33⅓ share. Premium required, £300. Will be instructed in all police court routine.—Write, "B.T.," Box 326, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SEASIDE or Country Conveyancing, etc., succession required. Net profits about £900—£1,000, Two years' purchase, "F.," Box 346, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR (44), a partner in well-known London (City) firm, substantial personal practice, wide experience company and commercial work, desires join London firm of recognised standing.—Reply "C.X," Box 358, Solicitors' Journal, 29 Breams-buildings, E.C.4.

SOLICITOR desires to purchase Partnership or Succession (conveyancing, probate and general); moderate capital; preliminary working arrangement preferred.—Reply "A.," Box 330, Solicitors' Journal, 29, Breams-buildings, E.C.4.

SOLICITOR desires to purchase a high-class practice in London (City or West End).—Apply "G.," Box 309, Solicitors' Journal, 29 Breams-buildings, E.C.4.

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WANTED, for a client, parcels of Freehold ground rents secured upon good class properties in London, suburbs or provinces. Vendors and agents are invited to send full particulars to H. E. Foster & Cranfield, 6, Poultry, E.C.2.

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